IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

# CITY OF MENASHA Administration Committee 140 Main Street, 3rd Floor Council Chambers

August 18, 2008

6:20 PM

**AGENDA** 

		☐ ← Back ☐ Print	
1.	CA	LL TO ORDER	
	<b>A.</b>	Call to Order	
2.	RO	LL CALL/EXCUSED ABSENCES	
	A.	Roll Call	
3.		NUTES TO APPROVE-MINUTES & COMMUNICATIONS TO CEIVE	
	Min	nutes to approve:	
	<b>A.</b>	Administration Committee Minutes, 8/4/08	Attachments
4.	DIS	CUSSION	
	A.	Recommend acquiescence with Athletica LLC Offer to Purchase	Attachments
	В.	Gilbert Site Planning Grant Award funding shortfall	Attachments
	C.	Jazzfest Fee Reduction for 2008 (Recommendation of Parks and Recreation Board)	Attachments
	D.	Request to approve Sungard HTE Software Agreement (Recommendation of IT Steering Committee)	Attachments
	E.	R-16-08 A Resolution Transferring Funds (Ald. Wisneski)	
	F.	Accounts payable and payroll for 8/7/08-8/14/08 in the amount of \$2,888,084.89	Attachments  Attachments
5.	AD,	JOURNMENT	
	Α.	Adjournment	

"Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Menasha City Clerk at 967-3600 24 hours in advance of the meeting so special accommodations can be made."

# CITY OF MENASHA Administration Committee 140 Main Street, 3rd Floor Council Chambers

August 4, 2008

**MINUTES** 

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# 1. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:10 p.m.

# 2. ROLL CALL/EXCUSED ABSENCES

# A. Roll Call

PRESENT:, Ald. Wisneski, Pack, Hendricks, Zelinski, Michalkiewicz, Pamenter, Taylor

EXCUSED: Ald. Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, Lt. Bouchard, DPW Radtke, CDD Keil, AP Beckendorf, C/T

Stoffel, Clerk Galeazzi, and the Press.

# 3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

# A. Administration Committee Minutes, 7/21/08

Moved by Alderman Pack, seconded by Alderman Michalkiewicz to approve minutes

Motion Carried on voice vote

Results:

# 4. DISCUSSION

# A. CVMIC Dividend Payment Option

CA/HRD Brandt gave a brief history of the creation of Cities and Villages Mutual Insurance Company (CVMIC) and how the City became a member. CVMIC will be paying dividends to its members since the revenue bonds issued in 1987 and 1997 have been paid in full. They will return 85% of available funds to members and retain 15% in reserves. It is recommended that Option 1 of the agreement be approved. Dividend payments to the City will be approximately \$21,053.00 on March 1, 2009.

# B. Termination of Offer to Purchase, Lot 10 Province Terrace (No action necessary)

CDD Keil explained after the original Offer to Purchase by Wiegert Enterprises for Lot 10 Province Terrace was approved by the Council, a prelimary site plan was done and it was discovered the planned project would not fit on the parcel due to the drainage way and the 75' set back required. Wiegert Enterprises have now made an offer on Lot 15, which will accommodate their project. No action is necessary by the Council as it states in the offer, the offer is considered null and void if the parcel is unsuitable for the proposed development

#### C. Offer to Purchase, Lot 15 Province Terrace, Wiegert Enterprises, LLC.

CDD Keil explained the project for this parcel will be a 10,000 square foot day care facility.

When questioned if the buyer of the lot has secured their financing, CDD Keil reported the Offer to Purchase does have a financing contingency. However, the City is only selling the lot and the only requirement would be to have to

build on the lot within 18 months of purchase.

# D. O-17-08 An Ordinance Amending Title 13 by Making Certain Changes in the District (Parcel #7-01-10 Rezoning)

Mayor Merkes explained one correction on the ordinance the property will be changed from an R-2, Two Family Residential to a C-3 Business and Office.

# E. Accounts payable and payroll 7/18/08-7/31/08 in the amount of \$1,094,110.58

Ck. #17866-UW Fox Valley-\$1,095.00 - videotaping council meeting, 4/7/08 to 6/17/08

Ck. #17899-Gunta & Reak SC-\$1,625.66 - legal fees for claim against the city involving Police Dept.

Ck. #17923-Omnni Assoc.-\$1,000.00 - assist in land acquisition for 3rd Street project

# 5. ADJOURNMENT

# A. Adjournment

Moved by Alderman Michalkiewicz, seconded by Alderman Pack to adjourn at 6:26 p.m.

Motion Carried on voice vote

Results:

Deborah a. Maleaggi

Respectfully submitted by Deborah A. Galeazzi, City Clerk

# Jeffrey S. Brandt

From: Rohan, Thomas V. [TRohan@dkattorneys.com]

**Sent:** Tuesday, August 12, 2008 10:38 AM

To: Jeffrey S. Brandt

Subject: Athletica

Jeff,

I have now had an opportunity to review the offer to purchase from Athletica. It is pretty straightforward. I note, however, that the final contingency to be fulfilled is the termination of the covenant that gives rights to the association members and homeowners of the Lake Park Villas development must be terminated and released. The receiver's cover letter says this contingency has been waived. I do not know if it has been released, will be released, or if the buyer has elected not to worry about it.

In any case, as we discussed, the offer provides for no payment to the city on its mortgage. The upside to the sale going through would appear to having an entity operating the facility that will pay taxes and the potential attraction to purchasers of property in the development of having a fitness facility close by. Loss of the association's use covenant, if it occurs, however, is going to affect who can join and how much they must pay.

Unless I hear to the contrary from you, I will assume the city does not want to oppose the proposed sale. I expect the court to approve it given the amount of time the property has been on the market and the lack of serious interest in it to date.



Thomas V. Rohan Attorney DIRECT DIAL: 920-431-2243 DIRECT FAX: 920-431-2263 318 South Washington Street Suite 300 Green Bay, Wi 54301 trohan@rkattomeys.com www.dkattomeys.com

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In order to comply with Treasury Circular 230, we are required to inform you that unless we have specifically stated otherwise in writing, any advice we provide in this communication or any attachment concerning federal tax issues is not intended or written to be used, and cannot be used, to avoid federal tax penalties, or to promote, market, or recommend to another person any tax advice addressed herein.

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between Michael S. Polsky, Receiver for Wisco Enterprises, LLP and Athletica Fitness LLC (hereinafter, "Seller") and Athletica Acquisition, LLC, a Wisconsin limited liability company (hereinafter, "Purchaser").

- 1. AGREEMENT TO PURCHASE. In consideration of the Earnest Money (as hereinafter defined), the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property, personal property as described below and improvements (collectively, the "Property") described as: the Fitness Center 730 Lake Park Road, Menasha, Wisconsin and the Club House, 720 Lake Park Road, Menasha, Wisconsin. For the purpose of this Agreement the current contents of the fitness center located at 730 Lake Park Road, Menasha, Wisconsin and the club house located at 720 Lake Park Road, Menasha, Wisconsin, as observed by the Purchaser in his inspection of the Property on April 25, 2008 shall be the personal property which is part and parcel of the "Property". The land which is a portion of the Property shall be as more fully described in Exhibit "A" attached hereto and made a part hereof.
- 2. <u>PURCHASE PRICE</u>. This Agreement is not contingent upon Purchaser's acquisition of or ability to obtain financing. The purchase price for the Property is \$875,000.00 (hereinafter, "Purchase Price"), payable as follows:
- (a) Earnest money the amount of \$10,000, by certified or cashier's check shall be submitted to Seller within four (4) business days of the Seller's signing and delivery of this Agreement (hereinafter, "Earnest Money").
- (b) The balance of the Purchase Price, \$865,000, shall be paid by Purchaser to Seller in cash or immediately available funds at Closing (as hereinafter defined), subject to the credits, adjustments and prorations hereinafter provided.
- (c) The parties hereto agree to the allocation of the Purchase Price as follows: \$620,000 shall be allocated to the real property and \$255,000 to the personal property which compose the Property.
- 3. <u>EFFECTIVE DATE.</u> The effective date of this Agreement is July 16, 2008 (the "Effective Date"). This Agreement shall be null and void if not executed and delivered by the Purchaser and the Seller on or before July 21, 2008.
- 4. <u>CLOSING.</u> Closing of this transaction ("Closing") shall take place at Seller's offices no later than October 15, 2008 as may be reasonably agreed upon between Purchaser and Seller (the "Closing Date" or "Date of Closing"). At Closing, Seller shall deliver to Purchaser a Quit Claim Deed for the real property portion of the Property (the "Deed") and a Bill of Sale warranting full title to the Purchaser subject to no liens or encumbrances related to the personal property as contained in and on the Property as described in Section 1 above (the "Bill of Sale"). The Bill of Sale shall only represent the title of the personal property and not its condition. It may specify that the condition of the personal property is "as is" "where is".
- 5. <u>REAL ESTATE TAXES</u>. Seller shall pay all general real estate taxes, assessments and impositions relating to the Property for all years prior to the year of closing. Purchaser is responsible for all real estate taxes, assessments and impositions relating to the Property and attributable from the Closing Date and thereafter. Real estate taxes for the year of closing shall be prorated as of the Closing Date.
- 6. <u>CLOSING COSTS</u>. At Closing, Seller shall pay to the Broker (hereinafter defined), an amount mutually agreeable to Seller and Broker. The Purchaser shall have no obligation to the Broker whatsoever and the Seller shall fully indemnify the Purchaser of same. Seller shall pay all escrow fees relating to the Closing, if any, all documentary or transfer stamp taxes, including local or municipal transfer taxes and the recording fee required to be paid in connection with recording the Deed. Seller shall pay for the Title Commitment (hereinafter defined) that the Seller is to provide in accordance with Paragraph 10 below. Except

as otherwise specified or expressly provided herein, all other expenses incurred by Seller or Purchaser with respect to the consummation of the transaction contemplated by this Agreement are to be borne and paid exclusively by the party incurring same. Notwithstanding anything contained herein to the contrary, Seller shall not pay any tax, which, by law, is imposed upon the Purchaser to pay.

- 7. <u>AUTHORITY</u>. Subject to the Approval Order, Seller has full and complete authority to enter into this Agreement and to have a Deed and Bill of Sale issued to Purchaser on the Closing Date.
- 8. <u>DISCLAIMER OF WARRANTIES: "AS IS" CONVEYANCE</u>: Except for Seller's representation in Paragraph 7 hereof as to his authority to enter into this Agreement and the terms of the Bill of Sale:
- PURCHASER WARRANTS, ACKNOWLEDGES AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION "WITH ALL FAULTS" AND ALL PHYSICAL LATENT OR PATENT DEFECTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED AND IS NOT RELYING UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF THE SELLER.
- PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL (b) NOT RELY ON THE SELLER OR ITS AGENTS AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES OR THE SEWAGE AND UTILITY SYSTEMS, FACILITIES AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS OR GROUND WATER AT THE PROPERTY: (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY OR AVAILABLE AT ITS BOUNDARIES; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS HABITABILITY, MERCHANTABILITY OF FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE DIMENSIONS, CONFIGURATION AND AREA OF THE PROPERTY; (VI) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, CONDEMNATION OR THREAT OF CONDEMNATION; (VII) THE PROPERTY'S OR ITS OPERATIONS' COMPLIANCE WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS OR RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY; (VIII) THE PROPERTY'S OR ITS OPERATIONS' COMPLIANCE WITH ANY APPLICABLE LABOR LAWS OR BUILDING CODES CONCERNING LABOR AND MATERIAL USED OR INCORPORATED INTO THE PROPERTY OR ANY OTHER LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; OR (IX) THE CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS AND EXTENT OF ANY RIGHT OF WAY, LEASE, RIGHT OF REDEMPTION, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, COVENANT, CONDITION, RESTRICTION OR ANY OTHER MATTER AFFECTING TITLE TO THE PROPERTY EXCEPT AS MAY BE SET FORTH IN THE DEED.
- (c) PURCHASER ACKNOWLEDGES TO, AND AGREES WITH, SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

- (d) PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO EXISTENCE OR NON-EXISTENCE AT ANY TIME OF HAZARDOUS WASTE OR SUBSTANCES IN THE PROPERTY OR ON, AT OR UNDER THE SURFACE OF THE PROPERTY OR WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.
- (e) PURCHASER ACKNOWLEDGES THAT IT IS PURCHASER'S RESPONSIBILITY TO UNDERTAKE, AND INDEED PURCHASER HAS UNDERTAKEN, SUCH DUE DILIGENCE AND HAS MADE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO ACQUIRING THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, THE PHYSICAL COMPONENTS OF ALL PORTIONS OF THE PROPERTY, THE CONDITION OF THE PROPERTY (INCLUDING THE EXISTENCE OF ANY HAZARDOUS OR TOXIC WASTES OR OTHER CONTAMINANTS), THE EXISTENCE OF ANY DELETERIOUS ORGANISMS ON THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, PRESENT AND FUTURE ZONING ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.
  - (f) SELLER AND ANY REAL ESTATE BROKERS IN THIS TRANSACTION HAVE NO EXPERTISE WITH RESPECT TO ENVIRONMENTAL MATTERS. SELLER AND REAL ESTATE BROKERS IN THIS TRANSACTION HAVE NOT MADE, NOR WILL THEY MAKE, ANY REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, REGARDING THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONCERNS IN OR ON THE PROPERTY. PROBLEMS INVOLVING ENVIRONMENTAL CONCERNS CAN BE EXTREMELY COSTLY TO CORRECT. IT IS THE RESPONSIBILITY OF PURCHASER TO RETAIN QUALIFIED EXPERTS TO DEAL WITH THE DETECTION AND CORRECTION OF SUCH MATTERS. NEITHER THE REAL ESTATE BROKERS NOR SELLER MAKES ANY REPRESENTATION OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPREHENSIVENESS OF ANY INFORMATION PROVIDED OR INCIDENTAL TO THE BIDDING PROCESS RELATIVE TO ENVIRONMENTAL MATTERS.
  - (9) WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING SUBPARAGRAPHS 7(a) THROUGH (f), PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT PURCHASER HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER ARISING OUT OF OR INCIDENTAL TO THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, AS WELL AS PURCHASER'S ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, THE COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR REQUIREMENTS, AND ANY OTHER STATE OF FACTS WHICH EXISTS WITH RESPECT TO THE PROPERTY.
  - 9. PROPERTY INSPECTION. If Purchaser desires to inspect or examine the Property after the Effective Date hereof, Purchaser may do so until 30 days following the date of execution and delivery of this Agreement by Seller (the "Due Diligence Waiver Date"), at Purchaser's sole expense and risk. Inspections will be at Seller's reasonable discretion and must be scheduled in advance with Seller. It is specifically understood that Purchaser will not have access at any time to said Property except at the convenience of Seller and in the company of a representative of Seller prior to Closing. Prior to Purchaser having any access

to the Property, Purchaser shall deliver to Seller evidence of comprehensive general liability insurance insuring all activity and conduct of Purchaser and all of Purchaser's agents and contractors entering the Property and naming Seller as an additional insured with limits of at least \$2,000,000.00. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any loss, cost, claim, damage or expense incurred, directly or indirectly, by Seller as a result of Purchaser's inspection, examination or survey of the Property, either prior to, on, or after the Effective Date hereof. This provision shall survive Closing or any termination of this Agreement. Following the expiration of this 30 day period, or waiver of same, the Purchaser shall have the right to enter the facility for cleaning purposes with it being expressly understood that no items of the Seller may be removed from the Property prior to Closing.

Purchaser may conduct a due diligence investigation of the Property as reasonably required by Purchaser. Purchaser's investigation may include the environmental and/or physical condition of the Property. Purchaser shall pay all of its own due diligence expenses, including but not limited to expenses relating to environmental investigation and physical condition of the Property. This Purchase Agreement may be terminated by Purchaser if Purchaser reasonably determines that the Property is unacceptable after investigation of the Property. If Purchaser terminates the Purchase Agreement under this Section, Seller shall arrange for return of the Earnest Money to Purchaser. If Purchaser has not terminated this Agreement by the Due Diligence Waiver Date, Seller shall retain Purchaser's Earnest Money to be applied to the purchase price at the Closing, or if Purchaser defaults, to be kept by Seller, at its option, as liquidated damages.

10. <u>TITLE</u>. Seller shall furnish to Purchaser a Commitment to Issue a Title Insurance Policy (the "Title Commitment") in the amount of the Purchase Price by a title insurance company selected by Seller (the "Title Insurer") committing to insure a marketable fee simple title subject to the following: (1) all standard exclusions and printed exceptions set forth in the Owner's Policy, including all matters which would be disclosed by an accurate survey of the Property; (2) liens for taxes not yet due and payable; (3) easements for public utilities affecting the Property; and (4) zoning, governmental restrictions and any other restrictive covenants, conditions, easements and rights affecting the Property (collectively, the "Permitted Exceptions").

Purchaser shall have ten (10) days from the receipt of such commitment to examine the commitment and notify Seller in writing of any defects in the condition of the title other than the Permitted Exceptions. In the absence of such notice by Purchaser, then Purchaser will be conclusively deemed to have accepted title as set forth in the commitment.

Seller shall have the option, but not the obligation, at Seller's cost and expense, to cure or remove any non-Permitted Exception (Seller may cure either by direct action or payment or by providing title insurance coverage against the non-Permitted Exception) or to pay the Purchaser at Closing (by credit toward the Purchase Price) an amount of money sufficient to fully discharge the non-Permitted Exception. Seller may extend the Closing Date by up to thirty (30) days in order to remove or cure the non-Permitted Exception of a definite dollar amount. If Seller elects not to cure or is unable to cure the non-Permitted Exception, Seller shall so notify Purchaser prior to the Closing Date (or any extension thereof), and Purchaser's remedy shall be either (i) to terminate this Agreement by giving Seller written notice thereof, in which event the Earnest Money shall be returned to Purchaser, and neither party thereafter shall have any further rights, duties or obligations hereunder; or (ii) to elect to purchase the Property subject to the non-Permitted Exception not so removed or cured, in which event any non-Permitted Exception not removed or cured shall be deemed to be a Permitted Exception, and the Purchase Price shall not be reduced by any amount.

11. <u>REAL ESTATE FEES.</u> Purchaser warrants and represents that Purchaser has not contacted or communicated with any real estate agent or broker about the possible purchase of the Property other than Atlas Partners, LLC and any of its sub-brokers including but not limited to CB Richard Ellis (collectively the "Broker"), and that to the best of Purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker, or real estate agent. Purchaser shall indemnify, defend and save Seller harmless against the claims of any real estate agent or broker not specifically set forth hereinabove who has contacted or communicated with Purchaser, including any attorney's fees incurred by Seller as a result of such claim. This provision shall survive Closing or any termination of this Agreement.

- 12. <u>DEFAULT</u>. If Purchaser fails to comply with the terms and conditions hereof, Seller may, at its option, terminate this Agreement, in which event the Earnest Money may, at Seller's option, be forfeited to Seller as its liquidated damages.
- 13. <u>CASUALTY</u>. Seller shall maintain public liability and property insurance on the Property until the
- 14. <u>CONDEMNATION</u>. In the event any portion of the Property is condemned or is the subject of a condemnation proceeding by any governmental authority under power of eminent domain, Purchaser shall proceed to purchase the remaining portion of the Property with no adjustment to the Purchase Price, in which event Seller shall assign to Purchaser all of Seller's right, title and interest in and to any condemnation awards, if pending, or if already paid and delivered to Seller, give Purchaser a credit against the Purchase Price in the amount of the award.
- 15. <u>NOTICES</u>. All notices under this Agreement shall be in writing and shall be deemed delivered (a) when personally delivered, (b) three (3) business days after it is mailed postage prepaid, certified or registered mail, return receipt requested, (c) the next business day after it is given to an overnight courier service to the addresses set forth next to the signature of each party below, or (d) when telecopied to the facsimile number next to the signature of each party below upon written confirmation of receipt. Notices shall be delivered to the following addresses:

TO SELLER:

Michael S. Polsky, as Receiver for

Wisco Enterprises, LLP and Wisco Fitness LLC

Beck, Chaet, Bamberger & Polsky, S.C.

Two Plaza East, Suite 1085 330 East Kilbourn Avenue Milwaukee, WI 53202

TO PURCHASER:

Joseph F. Franzoi IV 514 Racine Street Menasha, WI 54952 Facsimile: 414-725-0998

- 16. <u>TIME IS OF THE ESSENCE</u>. Time is of the essence in this Agreement.
- 17. <u>WAIVER</u>. No failure or delay on the part of Seller in exercising any right of Seller, nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
- 18. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS. This written Agreement signed by Purchaser and Seller along with attachments hereto and made a part hereof constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the Purchaser and Seller. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully-executed counterparts. Counterparts of this Agreement also may be exchanged via electronic facsimile machines, and any electronic facsimile of any party's signature shall be deemed to be
- 19. <u>SEVERABILITY</u>. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

- ASSIGNMENT. Purchaser may assign this Agreement or Purchaser's rights hereunder without the prior written consent of Seller, however the Purchaser shall remain primarily liable under the terms of this Agreement.
- 21. <u>BINDING EFFECT</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.
- 22. <u>GOVERNING LAW</u>. This Agreement and the rights and obligations hereunder and the provisions hereof shall be governed by and be construed in accordance with the laws of the State of Wisconsin.
- 23. <u>FURTHER ASSURANCES</u>. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time after execution of this Agreement whether before or after the Closing, as such other party may reasonably request in order to effectuate the provisions of this Agreement or the transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to this transaction, provided that neither party shall be required to incur any material expense in connection therewith.
- 24. <u>ATTORNEY'S FEES</u>. In the event either party is required to take legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for their attorneys' fees and expenses incurred in any such action.
- 25. <u>ACCEPTANCE OF DEED</u>. The acceptance of the Deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.
- 26. <u>COURT APPROVAL</u>. The closing of this transaction is contingent upon court approval of this transaction by the Calumet County Circuit Court (the "Court") in Case No. 06-CV-302/303, and the issuance of an Order approving the sale of the Property free and clear of all liens and encumbrances (the "Approval Order") which approval Seller shall promptly seek upon waiver or satisfaction of all contingencies by Purchaser. If Seller obtains an offer to purchase the Property for a price higher than contained in this Agreement (a "New Offer") prior to the Court's approval of this Agreement and issuance of the Approval Order, Seller shall advise Purchaser that this Agreement is revoked and Purchaser will have the opportunity to exceed the price in the New Offer. Seller has the duty to present to the Court for approval the highest offer it has received for the Property. In the event the Court refuses to approve the sale of the Property to Purchaser on the terms of this Agreement or approves the sale of the Property at a higher price to a different person or entity and said New Offer closes, this Agreement is null and void and the Earnest Money shall be returned to Purchaser within five (5) business days.
- 27. <u>JURISDICTION</u>. The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise from or be connected with this Agreement and any breach of default hereunder of the transactions contemplated hereby. Any and all claims, actions, causes of actions, suits and proceedings relating to this Agreement shall be filed and maintained only in the Court and the parties hereby consent to and submit to the jurisdiction of the Court. The Approval Order shall provide that the sale of the property is free and clear of all liens and encumbrances and real estate property taxes which are not yet due and payable, with any liens and encumbrances to attach to the proceeds of the sale.
- 28. <u>PURCHASER'S CONTINGENCIES TO CLOSING</u>. Notwithstanding anything to the contrary herein and in addition to the rights of the Purchaser as described in Sections 9, 10 and 26 herein, the Purchaser's obligation to consummate the purchase transactions as herein shall be conditioned upon the satisfaction of each of the below enumerated contingencies. In the event that such contingencies are not satisfied by the Due Diligence Waiver Date, the Purchaser may provide the Seller through their counsel written notification of the lack of satisfaction of any such contingencies and this Agreement shall be null and void with the exception of the Seller's obligation to promptly return to the Purchaser the Earnest Money. The following are the contingencies of the Purchaser's obligations hereunder:

- A. The Purchaser shall approve in their sole discretion the level of expenses related to that repair of the Property to full operating condition as originally intended.
- B. The City of Menasha shall confirm to the Purchaser the current zoning of the Property including the parking lot (in size not condition) and that same are acceptable per City of Menasha's applicable regulations to permit an expansion of the facility per the plans of the Purchaser. The Purchaser shall receive from the City of Menasha those concessions and allowances which the Purchaser believes are necessary for the operation and expansion of the operations located on the Property.
- C. We will also require that subject to the results of the inspections as described in paragraph 1 above that a City of Menasha inspection will not result in any material code violations regarding the structure or its surrounding property.
  - D. The Property shall have adequate ingress and egress to public rights of way.

In addition, the Purchaser's obligation to consummate the purchase transactions as set forth in this Agreement shall be conditioned upon the satisfaction of the following contingency which Seller shall obtain as part of the Approval Order:

That all rights of the Association members and homeowners of "Lake Park Villas" to use the Property as disclosed in the Protective Covenants for Lake Park Villas Homeowners recorded 6/16/03 as Document No. 358573 and as disclosed in the Restated Protective Covenants for Lake Park Villas Homeowners recorded 6/1/06 as Document No. 405538 (see exception #20 on Schedule B - Part II of Chicago Title Insurance Company commitment No. 00006661) shall be fully terminated and released.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as their own free act and deed.

SELLER:

ATHLETICA FITNESS LLC

WISCO ENTERPRISES, LLP

By:

Michael 2. Polsky. Receiver

Michael S Polsky Parajyar

PURCHASER: Athletica Acquisition, LLC

Jeseph F. Franzoi IV, Member

# EXHIBIT "A"

# **LEGAL DESCRIPTION**

Lots Five (5) and Six (6), Lake Park Villas, City of Menasha, Calumet County, Wisconsin



#### **MEMORANDUM**

To: Administration Committee/Common Council

From: Greg Keil, CDD &

Date: August 14, 2008

RE: Gilbert Site Planning Grant Award

The City of Menasha received a notice of award of planning grant funds in the amount of \$20,000 from the Department of Commerce on July 29, 2008. This amount is \$5,000 less than the amount requested from Commerce.

The grant funds were to match the \$25,000 the city has committed to the plan for a total of \$50,000. The scope of work contained in the contract with Vierbicher Associates, Inc., the consulting firm the city has contracted with to prepare the plan, contemplated the full \$50,000. The scope of work has already been scaled back from that identified in the original Request for Proposal to come in line with the \$50,000 budget. Further reducing the scope of work will have a substantial adverse impact on plan deliverables. Accordingly, I am proposing to change the budget as follows to make up the \$5,000 shortfall:

- Increase Developer Contribution from \$5,000 to \$7,500
- Apply \$2,500 from budgeted Community Development Outside Services funds (Acct. # 56-202-212)

The developer has agreed to the cost split. Pending Common Council approval of these changes, Vierbicher and Associates, Inc. is prepared to begin work on the plan immediately.



# MEMORANDUM

To: Mayor and Common Council

From: PRD Tungate and Parks and Recreation Board

Date: August 12, 2008

RE: Board Recommendation for Jazzfest Fee Reduction for 2008

Per the attached Common Council approved policy regarding event sponsorship, the Parks and Recreation Board recommends that Jazzfest be granted a small fee reduction.

The amount of the reduction request is \$45.00. Jazzfest will still be responsible to pay \$593.00 in various park fees and charges.

# City of Menasha Event Sponsorship and Fee Waiver Policy

Effective January 1, 2007

Per Common Council action taken on September 19, 2005, the City of Menasha will no longer be an official sponsor or co-sponsor to any event brought forth by an outside organization.

As a consideration to this policy, the Parks and Recreation Board and Common Council will consider a waiver of certain fees from requests made by bona-fide non-profit organizations. The applicant is responsible for any insurance required by City ordinance. Neither the Parks and Recreation Board nor the Common Council shall have the authority to waive any insurance requirements. No application shall be considered unless the proper insurance certificate has been filed with the City.

# Conditions for Waiving a Fee:

- 1. One request per organization per calendar year
- 2. Requests must be made in a timely manner so that both the Parks and Recreation Board and Common Council can act on the request before the event occurs
- 3. An activity, program or event must be open to the public and demonstrate a significant benefit to the Menasha community
- 4. 50% of one fee may be waived from the following categories:
  - A. Equipment Rental Fees

Including, but not limited to, the city stage, picnic tables, bleachers, park benches, trash containers, bike racks, etc. (maximum 3 items).

# B. Facility Rental Fees

Including, but not limited to: park shelters, picnic areas, ball diamonds, soccer fields, tennis courts, swimming pool, Racine Street welcome sign installation fee, etc. (maximum 2 items).

Note: Park User Fees and Beer Permit fees shall not be waived.

Questions about this policy should be made to Brian Tungate, Director of Parks and Recreation.

This policy was revised by the Common Council on October 16, 2006.

# **SUNGARD' PUBLIC SECTOR**

# SunGard Public Sector Inc. Application Service Provider Agreement

Effective Date (copy from signature page):	

CUSTOMER NAME AND ADDRESS:

City of Menasha 430 1st Street Menasha, WI 54952-3199

(Customer named above is hereinafter referred to as "Customer")

This Application Service Provider Agreement (the "Agreement"), is made and entered into by and between SunGard Public Sector Inc. ("SunGard Public Sector") and Customer on the day and year written following the execution hereof by SunGard Public Sector.

SunGard Public Sector and Customer agree that all services to be provided by SunGard Public Sector to Customer hereunder shall be furnished only under the terms and conditions of this Agreement and any "Schedule A - Order Form". The terms of this Agreement and any "Schedule A - Order Form" shall control notwithstanding any contrary provision of any purchase order used by Customer to effect the furnishing of any software or services by SunGard Public Sector to Customer.

#### Definition of Terms. As used herein:

- I.1. "Application(s)" means the software system(s) to which Customer has requested access and paid therefor, listed on Schedule A Order Form, including, but not limited to, all computer programs and related documentation, and any modifications thereto.
- 12. "Conversion" means the process by which Customer data is transformed to a usable SunGard Public Sector operational format. Conversion is an optional, not mandatory, service offered by SunGard Public Sector.
- 1.3. "Effective Date" means the date on which SunGard Public Sector executes this Agreement.
- 14. "Host Computer Systems" means SunGard Public Sector's hardware and software, located on SunGard Public Sector's premises, which is maintained and supported by SunGard Public Sector and utilized to provide the Access services hereunder.
- 1.5. "Implementation" means the processes by which Customer prepares Customer's operating procedures and personnel for transition to the Applications. Customer is primarily responsible for the preparation of its personnel and procedures, assisted by SunGard Public Sector as provided for herein. Implementation is a part of Start-Up Assistance.
- 1.6. "Schedule A Order Form" means an attachment to this Agreement, which is a supplement to this Agreement for all purposes Unless otherwise stated in any Schedule A Order Form, all terms and conditions stated in this Agreement shall remain in effect.
- 1.7. "Standards Sheet" means an attachment to Schedule A Order Form, which provides the most current information supplemental to this Agreement, such as hours of operation and support and Customer hardware requirements.
- 18. "Start-Up Assistance" means the combination of Implementation and Training services.
- 19 "Training" means the classes held by SunGard Public Sector to instruct Customer in the use of the Applications. Training is a part of Start-Up Assistance.
- 2. Access Services and Start-Up Assistance. SunGard Public Sector agrees to provide access to the Applications (hereafter referred to as "Access") requested by Customer on Schedule A Order Form (or any supplemental or replacement Schedule A) for the number of terminals indicated so long as Customer is current in its payment obligations hereunder. Customer agrees to pay the fees for Access ("Access Fees") as provided on Schedule A Order Form. Customer agrees that Customer's Access to the Applications shall be for Customer's sole use and not for any third party.
  - 2.1 Hours of Operation. SunGard Public Sector shall publish its hours of operation on the Standards Sheet and shall keep Customer apprised of any changes thereto.
  - 2.2. Improvements and Changes. SunGard Public Sector will install upgrades, new software releases and enhancements, error corrections, upgrades to third party operating system software, and upgrades to hardware, as necessary, for the Host Computer Systems.
  - 2.3. Start-Up Assistance. SunGard Public Sector will provide Start-Up Assistance to Customer and Customer agrees to pay to SunGard Public Sector the Start-Up Fees as provided on Schedule A Order Form. SunGard Public Sector's most current information with regard to Start-Up Assistance is published on SunGard Public Sector's Standards Sheet. Customer agrees to reimburse SunGard Public Sector for actual, reasonable travel and living expenses incurred by or on behalf of SunGard Public Sector and its personnel in furnishing the Start-Up Assistance. Any such travel and living expenses shall be billed by SunGard Public Sector to Customer on a monthly basis and governed by the SunGard Public Sector Travel Policy.
  - 24. Optional Conversion Services. At Customer's option, SunGard Public Sector will provide Conversion services. If Customer elects Conversion services, Customer shall provide data to SunGard Public Sector in a compatible format acceptable to SunGard Public Sector, and on media specified by SunGard Public Sector.
- Term of Agreement. This Agreement is effective on the Effective Date. The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and shall continue for the period stated on the Schedule A Order Form, executed on even date herewith, beginning after the date the initial Monthly Access Fee is due. At the end of the Initial Term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

#### Charges for Services.

Customer agrees to pay SunGard Public Sector Access and Start-Up Fees in accordance with Schedule A - Order Form. No more frequently than once per year, SunGard Public Sector shall have the right to adjust the Monthly Access Fees. For the Term of this Agreement only, any increase in monthly Access fees shall be limited to no more than 3% compared to the preceding year's fees. SunGard Public Sector may adjust other fees at any time. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement shall be invoiced monthly.

- 4.2. Amounts payable to SunGard Public Sector hereunder are payable in full without deduction, or set off, and are net of all sales, use or other taxes or duties. Customer shall duly and timely pay all taxes and duties, however designated, levied or based upon amounts payable to SunGard Public Sector hereunder (exclusive of United States Federal, state or local taxes based upon the net income of SunGard Public Sector). Customer agrees to indemnify and hold SunGard Public Sector harmless from any such taxes or duties which any federal, state or local taxing authority requires SunGard Public Sector to pay on Customer's behalf. It shall be Customer's obligation after payment by Customer to challenge the applicability of any tax if it so desires.
- 4.3. Customer shall pay for any data communications telephone services. If Customer requires special telephone line configurations due to unique equipment or data requirements, SunGard Public Sector reserves the right to charge for analysis and design of such special configurations.
- 4.4. SunGard Public Sector may, after having provided Customer with ten (10) days advance written notice, deny Access to Customer until all required payments due to SunGard Public Sector are received. The provisions of this Subsection 4.4 shall not operate as a waiver of any other remedies SunGard Public Sector may have.
- SunGard Public Sector's Obligations. To assist Customer in accessing and using the Applications hereunder, SunGard Public Sector will:
- 5.1 provide all equipment, software, including changes, updates, and modifications thereto, and services necessary for operation and maintenance of SunGard Public Sector's Host Computer Systems;
- 5.2. provide efficient communication accessibility to the Host Computer Systems;
- 5.3 provide information regarding data back-up procedures, security, and other functions as reasonably requested by Customer;
- 5.4. operate and maintain the Applications and allow Customer access and use thereof. If third party software is included in or with the Applications, SunGard Public Sector will identify separate access or use restrictions or additional payment obligations associated therewith in Schedule A:
- 5.5. provide Start-Up Assistance described in Schedule A pursuant to Section 2 hereof;
- 5.6. offer Conversion services;

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- 5.7. provide Application support and system support; and
- 5.8 publish system availability and support hours as well as host targeted response time.
- 6 Customer's Obligations. In order to enable SunGard Public Sector to perform its obligations hereunder, and as a condition precedent to SunGard Public Sector's obligations to perform hereunder. Customer shall:
  - 6.1. within ten (10) days following the execution of this Agreement, designate a primary and a secondary contact, including telephone numbers and e-mail addresses:
  - 6.2. exercise all due diligence in the performance of its obligations hereunder in connection with the Start-Up activities and subsequent access to and use of the Applications;
  - 6.3. develop and implement proper audit controls, balancing procedures, operation methods and sufficient procedures to satisfy its requirements for data security, accuracy of input, and verification of output, including security access control for Customer's users of the Applications; and
  - 6.4. adhere to hardware and communications requirements as published in the Standards Sheet;
  - 6.5. in the course of Customer's daily operations, input data, perform balancing activities, generate reports, maintain data integrity; and be responsible for ensuring the input data is accurate and meets the standard specifications provided by SunGard Public Sector for such data;
  - 6.6. maintain documents of original entry, source data and other backup media sufficient for file and input data re-creation in order to mitigate against the possibility of loss of input data and Customer data maintained by SunGard Public Sector;
  - 6.7. use standard forms as required by SunGard Public Sector; and
  - 6.8. provide for Internet connectivity.

#### Representations, Warranties and Limitation of Liability.

- 7 I. SunGard Public Sector represents that it is the owner of all Applications used in the performance of services hereunder, or is an authorized licensee with the right to engage in the delivery of such services, and such software or licenses thereto have been lawfully acquired by SunGard Public Sector.
- 7.2. SunGard Public Sector warrants that the Application(s) will perform in substantial compliance with its then current documentation. SunGard Public Sector warrants that in the provision of services hereunder, SunGard Public Sector will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to provide assistance in utilizing the Applications.
- 7.3. In the event an Application is found to not substantially conform to its then-current documentation, Customer shall so advise SunGard Public Sector and SunGard Public Sector shall diligently pursue resolution of the discrepancy between the Application and its documentation.
- 7.4. IN NO EVENT SHALL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT. In no event shall SunGard Public Sector be liable to Customer for other damages arising under this Agreement unless such damages result from intentional misconduct or gross negligence on the part of SunGard Public Sector's officers or employees, in which event SunGard Public Sector's aggregate liability under the Agreement will be limited to the lesser of either (a) actual damages resulting directly from such conduct, or (b) the amount of Access Fees actually paid to SunGard Public Sector by Customer hereunder during the three (3) months immediately preceding the month in which the liability accrued.
- 7.5. THE PROVISIONS HEREOF ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED AND WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THE REMEDIES HEREIN CONTAINED ARE EXCLUSIVE AND CUSTOMER WAIVES ALL OTHER REMEDIES.

#### Confidentiality of Customer's Information.

- 8.1. SunGard Public Sector acknowledges that Customer regards as confidential and as a proprietary asset any information or materials that come to the attention of SunGard Public Sector by reason of (a) the presence of SunGard Public Sector's agents, employees, or representatives at Customer's site, or (b) SunGard Public Sector furnishing services to Customer in connection with this Agreement (such information, materials, and records collectively being referred to as "Customer's Confidential or Proprietary Information").
- 8.2. SunGard Public Sector agrees to safeguard Customer's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees, agents or contractors who have a need to know in order to provide Access as agreed upon. In the event that a subpoena or other legal process that in any way concerns Customer's Confidential and Proprietary Information is served upon SunGard Public Sector, then SunGard Public Sector agrees to notify Customer in the most expeditious fashion possible following receipt of such subpoena or other legal process, and SunGard Public Sector will reasonably cooperate with Customer, as requested by Customer, to contest the legal validity of such subpoena or other legal process (provided that Customer agrees to pay any expense SunGard Public Sector incurs in so doing).
- 8.3. SunGard Public Sector agrees to take all reasonable steps to prevent the disclosure, publication or dissemination of Customer's Confidential or Proprietary Information to any other person or entity, except where and to the extent specifically required by law.

- 8.4. The provisions of this Section shall survive termination of this Agreement.
- 9. Security of Customer's Data; Access to SunGard Public Sector's Facility. SunGard Public Sector will provide data security procedures which will include backup of all magnetically stored data kept or processed for Customer using the Applications, in a reasonable manner determined by SunGard Public Sector in keeping with generally accepted industry practices. Upon reasonable notice and during regular business hours, Customer may request admission to SunGard Public Sector's facility. SunGard Public Sector will not unreasonably refuse such access. Any non-SunGard Public Sector personnel who are granted access to SunGard Public Sector's facility shall comply with the physical security procedures instituted by SunGard Public Sector.
- Credit Toward In-house Licensing. As used in this Paragraph 10, "In-house Licensing" means procuring through SunGard Public Sector's standard license agreement, the right for Customer to run a copy of the Applications that are owned by SunGard Public Sector for Customer's use only, on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. In the event Customer desires to run the Applications owned by SunGard Public Sector in-house (and has not previously procured a license for such in-house use), SunGard Public Sector will discount Customer's in-house licensing fees for the Applications owned by SunGard Public Sector by an amount equal to one percent (1%) of the licensing fees for each month Customer uses Access services, up to a maximum discount of sixty percent (60%). In order to qualify for said credit, Customer must not be in breach hereof, must have provided termination notice pursuant to the terms of this Agreement, must enter into SunGard Public Sector's standard license agreement, and must have paid all fees required to be paid to SunGard Public Sector. Maintenance and support services for the Applications that are owned by SunGard Public Sector will be available to Customer (and are recommended by SunGard Public Sector) under the terms of SunGard Public Sector's standard maintenance agreement. In the event SunGard Public Sector to Customer for In-house Licensing at no additional charge for license fees, provided however that Customer enters into SunGard Public Sector's standard license agreement; Customer pays any fees required to be paid to SunGard Public Sector under this Agreement; and Customer is not in breach of this Agreement.
- 11. Contingency Planning. The parties' responsibilities with respect to contingency planning will be as follows:
  - 11.1. SunGard Public Sector will develop, maintain and, as necessary in the event of a disaster, execute a disaster recovery plan (the "SunGard Public Sector Plan") for SunGard Public Sector's hardware and Applications.
  - 11.2. SunGard Public Sector will provide to Customer such information as may be reasonably required for Customer to assure that Customer's disaster recovery plan is compatible with the SunGard Public Sector Plan
  - 113. Each party will be responsible for the training of its own personnel as required in connection with all applicable contingency planning activities
- Record Retention. It is Customer's sole responsibility to ensure that its records and data meet its retention requirements. SunGard Public Sector will provide, as a standard, record retention for a period of three (3) years. If Customer requests, SunGard Public Sector will provide longer record retention to Customer at SunGard Public Sector's then-current fees for such service
- 13. Customer Insurance Responsibility. If Customer desires to obtain insurance protection against any losses incurred due to loss of input data during transmission or delivery or from errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Customer, Customer may do so at Customer's expense and SunGard Public Sector agrees to cooperate with Customer in obtaining such insurance.

#### 14. Intellectual Property.

- 14.1. All computer programs, including the Applications, related documentation, written procedures, copies of transcripts, and similar items are proprietary to and shall be considered trade secrets and confidential information of SunGard Public Sector or SunGard Public Sector's vendors. Customer agrees that it will not disclose to any third party at any time (either during or after termination of this Agreement) any trade secrets or any other secrets or confidential information learned by Customer in connection with this Agreement. All documentation shall be returned to SunGard Public Sector upon termination of this Agreement. All original input data items remain the property of Customer and will be returned pursuant to Customer's instructions, so long as Customer is not in breach of this Agreement. Customer shall retain or destroy all original input documentation and other documentation in accordance with its own procedures.
- 142. The provisions of this Section shall survive termination of this Agreement.

#### 15. Termination.

- 15.1. Further Customer may terminate this Agreement for cause in the event that SunGard Public Sector materially or repeatedly defaults in the performance of any of its duties and obligations under this Agreement, subject to the following: (i) Customer shall provide written notice to SunGard Public Sector of it's intent to terminate this Agreement, specifying in detail the cause for the default (hereinafter a "Material Default Notice"); (ii) upon receipt of a Material Default Notice, SunGard Public Sector shall promptly commence curing the specified default (or demonstrate that the default did not occur), provided that the period of time to cure the default (the "Cure Period") shall not exceed ninety (90) calendar days, if the cause cannot reasonably be cured within the aforesaid Cure Period, the parties may extend the cure period by mutually agreeing upon a reasonable plan and program for curing the cause); (iii) if the cause is not cured within the prescribed or agreed upon Cure Period, Customer party may then immediately terminate this Agreement by providing a written notice to the other, stating the cause for termination, and such notice shall not require a cure period.
- 15.2. If after any termination or expiration of this Agreement Customer converts to a different vendor's applications, SunGard Public Sector will provide, upon payment of SunGard Public Sector's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in SunGard Public Sector's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, SunGard Public Sector shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by SunGard Public Sector for such services.
- 16. Choice of Law/Dispute Resolution. This Agreement shall be governed by laws of the State of Florida. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Agreement.

17. Notices. Any notice, request, demand, or other communication required or permitted hereunder will be given in writing, communication charges prepaid, to the party to be notified. All communications will be deemed given when received. The addresses for the parties for the purposes of such communication If to Customer: To the address shown on Page 1 of this Agreement. If to SunGard Public Sector: SunGard Public Sector Inc. 1000 Business Center Drive Lake Mary, Florida 32746 ATTENTION: Contracts/Legal Counsel A party may change its address only upon written notice to the other party in which case this Agreement will be deemed to have been so modified 18. Force Majeure. Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majoure event terminates. 19. Contractual Documents. This Agreement, along with its Schedule A - Order Form, the Standards Sheet, and any supplements or modifications thereto, contains the complete agreement between the parties with respect to the subject matter hereof No additional representations, agreements or modifications or amendments to this Agreement hereafter made by a party shall be binding upon either party unless in writing and signed by Customer and accepted in writing by an authorized officer of SunGard Public Sector at its offices in Lake Mary, Florida. CITY OF MENASHA, WI SUNGARD PUBLIC SECTOR INC. Authorized Signature Authorized Signature

Approved as to form

Print Name & Title

Date

Jeffrey S. Brandt, City Attorney

Print Name & Title

August 8, 2008 Date

# **SUNGARD' PUBLIC SECTOR**

# Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement of even date herewith (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and City of Menasha, WI (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name:	City of Menasha, WI		Yes	No
		Initial Order Form	X	
Agreement Number:	MSHA-080961-1	Replacement Order Form		X
		Replaces Order Dated		

- Initial Term: Begins September 1, 2008 and expires sixty (60) months from the date the initial Monthly Access Fee is due under this Schedule A - Order Form.
- 2. Application Groups: Start-Up Fees and Monthly Access Fees

	Applications and/or Services	Start-Up Fee	Monthly Access Fee	
New Products (Not currently Licensed)	GMBA with Extended Reporting (GWER), Payroll/Personnel (PR), Asset Management I (FA), Human Resources (HR), Accounts Receivable (MR), Cash Receipts (CR), QRep Catalogs (GM, PR, FA, HR, MR, CR) - CJ	\$ 23,944.00	\$ 1,766.00	
3rd Party Products (Not currently Licensed)	QRep Admin (1 User) - CG Admin, QRep End User (1 User) - CG	Included in Start-Up Fee	Included in Monthly Access Fee	
Services	Start-up, NaviLine Implementation, HELP Card, Disaster Recovery Plan for SunGard Public Sector applications	Included in Start-Up Fee	Included in Monthly Access Fee	
	Subtotal:	\$ 23,944.00	\$ 1,766.00	
Concurrent Sessions - Monthly Access Fees				
3	ASP Shared Environment		300.00	
	System Total:	\$ 23,944.00	\$ 2,066.00	

<sup>\*</sup>Start-Up Fee is based on use of SunGard Public Sector's Standard ASP Implementation Methodology.

#### 3. Payment Terms:

Start-Up Fee:

Due upon execution of this Order Form.

Monthly Access Fee:

The initial Monthly Access Fee will be due September 1, 2008. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of sixty (60) months at the rates listed below.

 $\begin{array}{lll} \mbox{Months} & 1-12 & \$2,066.00 \mbox{ per month or } \$24,792.00 \mbox{ per year;} \\ \mbox{Months} & 13-24 & \$2,169.00 \mbox{ per month or } \$26,028.00 \mbox{ per year;} \\ \mbox{Months} & 25-36 & \$2,278.00 \mbox{ per month or } \$27,336.00 \mbox{ per year;} \\ \mbox{Months} & 37-48 & \$2,392.00 \mbox{ per month or } \$28,704.00 \mbox{ per year;} \\ \mbox{Months} & 49-60 & \$2,511.00 \mbox{ per month or } \$30,132.00 \mbox{ per year;} \\ \mbox{} \end{array}$ 

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Note: Following execution of this Schedule A-Order Form, any Retrofit Modifications provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.



<sup>\*\*</sup>Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

4. Modification Retrofits. For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.

The terms and conditions contained in this Schedule A – Order Form, including the prices, will be honored as set forth herein, provided this Schedule A – Order Form is fully executed by August 28, 2008.

The attached Standards Sheet is applicable to the services ordered above.

CITY OF MENASHA, WI	SUNGARD PUBLIC SECTOR, INC.				
Authorized Signature	Authorized Signature				
Print Name & Title	Print Name & Title				
Date	August 8, 2008  Date				

# **SUNGARD° PUBLIC SECTOR**

**CLIENT SERVICES** 

# **ASP iSeries Standards Sheet**

(Attachment to Schedule A - Order Form)

# 1. Terminology

Term	Definition
Host Computer System	All hardware and software hosted by SunGard Public Sector Inc. on behalf of the customer. This includes the iSeries, Wintel servers and preferred 3 <sup>rd</sup> party software.
ISP	Internet Service Provider
System Administrator	The individual designated by SunGard Public Sector Inc. who is responsible for the operation of the Host Computer Systems
WinTel	Windows operating system using an Intel processor

#### 2. System Availability

The scheduled hours of availability for the Host Computer Systems are 24 hours per day Monday – Saturday. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time. There are special considerations for software updates and emergency situations; please reference Sections 4.3 and 4.4 (Maintenance and Upgrades) for details.

#### 3. System Backups

#### 3.1. Daily System Backups

Daily data backups will begin at 12 a.m. (Customer local time) Monday through Friday. These backups consist of all SunGard Public Sector Inc. customer data. The system will be available during the daily backup.

#### 3.2. Weekly System Backups

Weekly system backups will begin at 12 a.m. (Customer local time) on a day appropriate to the week being backed up. At this time a full system backup will be performed. These backups consist of all SunGard Public Sector Inc. customer data, program files, source files, and other necessary Customer data. In addition all AS400 system, Operating System, Security, and Data will also be backed up via a Restricted State backup. During this time access to the AS400 and its applications will not be available.

System backups will be rotated to an off-site storage facility on a daily basis.

#### 3.3. Night Processing

Specified processor-intensive jobs, as determined by SunGard Public Sector Inc., may be required to be run during the night processing time frame of 8 p.m. to 11:59 p.m. to ensure that acceptable system performance standards are met. Examples of these jobs include such things as Utility Bill generation and Tax Notice generation. This is also to make sure the processes are finished before nightly backups occur.

#### 3.4. Restores

Individual Customer restores will be performed on an as needed basis taking into consideration both Customer and Host Computer Systems functionality, availability, and necessity.

#### 4. System Administration

SunGard Public Sector Inc. will provide for system administration of the Host Computer Systems (including the host iSeries system and associated host site hardware and communications infrastructure), including but not limited to:

#### 4.1. System Monitoring

The Host Computer Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as selected by SunGard Public Sector Inc.. System operations to be monitored include:

- Subsystems to ensure they are active, operational, and without pending errors messages.
- Job queues to ensure they are active, operational, and attached to the correct subsystems.
- Critical system messages Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc
- System and Network Information Samples of system and network information to be monitored include:
  - DASD (Disk storage)
    - o Total utilization
    - RAID protection
    - Drive failures
    - o Disk drive error rates
  - CPU Utilization
  - · Total number of jobs in the system
  - Interactive response time
  - Communication line availability
  - Internet Connectivity from the Host Computer Systems to the Internet
  - Memory pool faults
  - Security violation attempts
  - · System service starts and ends
  - Backup completion
  - UPS monitoring
  - Other pertinent system information as determined by SunGard Public Sector Inc.

#### 4.2. System Maintenance

SunGard Public Sector Inc. will provide all necessary Host Computer Systems and network maintenance as deemed appropriate and necessary by the System Administrator and/or associated staff. Appropriate and necessary maintenance shall be determined through the use of standard iSeries and network monitoring and performance analysis tools.

#### 4.3. Software Maintenance and Upgrades

Software maintenance and upgrades will be performed outside of standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

All parties will have advanced notice of such upgrades and any emergency updates will have customer approval before being done.

#### 4.3.1. IBN

IBM licensed program fixes and upgrades, including cumulative PTF's, shall be applied to the host iSeries system as required to maintain operating functionality and currency. These PTF's will be temporarily applied until their effectiveness is determined. Non-emergency IBM PTF applications will be performed outside of normal business hours.

#### 4.3.2. Wintel

Wintel server service packs, patches and updates shall be applied as necessary to ensure integrity of the system(s), system data and associated operating environment. Patches deemed critical in nature by SunGard Public Sector Inc. of system/software vendors shall be applied as soon as possible to prevent system corruption, penetration, degradation etc.

#### 4.3.3. SunGard Public Sector Inc. Applications

Upgrades and updates to SunGard Public Sector Inc. Applications on both the IBM iSeries and Wintel platforms will be performed on scheduled dates during the year.

#### 4.4. Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

#### 4.5. System Security (Logical)

System security values will be set to provide for system integrity and data security as deemed appropriate by SunGard Public Sector Inc.. This will include such items as password length and makeup, change intervals, system security level, etc.

User profiles, with all object authority, will be limited to the standard system security profile and the System Administrator profile. Sign-on information for these two profiles will be secured with the Director of SunGard Public Sector Inc. or his designee and the System Administrator.

Customer user profiles will only have access to appropriate Customer data.

Security auditing will be enacted to provide for the ability to audit security violations, changes, etc., with periodic system security reviews conducted by SunGard Public Sector Inc..

Host site security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, IP address translation, and/or a combination thereof.

# 4.6. Non-Preferred Third Party Software

SunGard Public Sector Inc. has partnered with a number of third party vendors for purposes such as time & attendance, form printing, mapping, etc. For any non-preferred third party vendors, SunGard Public Sector Inc. will be responsible for the following:

- o Initial loading of software
- Periodic upgrades/service packs
- Technical support for related iSeries issues

Exclusions: SunGard Public Sector Inc. does not support the user interface for non-preferred third party software. Troubleshooting will be performed by the customer and third party.

#### 5. Hardware Requirements

The following are minimum hardware requirements to enable Customer to access the host site iSeries system. These requirements do not take into account any local any network configuration or requirements, which are the responsibility of Customer.

#### 5.1. Personal Computers

Each personal computer that will access the ASP environment should achieve the following minimum hardware requirements for access:

- Pentium 4 or greater processor
- o 2 GB storage
- o 1 GB RAM (Increasing RAM will help increase system performance)
- Properly configured network interface card
- o Microsoft Windows 2000 Pro (SP4 or higher) or XP Professional Edition with all SP's installed
- Microsoft Internet Explorer 6.0 or higher
- o Sun Java 1.6
- o Screen resolution 1024 x 768 or better
- Monitor, mouse and keyboard
- IBM iSeries Access for Windows v5r4 (This version can be provided to you by SunGard PS) with the latest available Service Pack.

# SunGard Public Sector Inc. will not support any hardware that does not meet the minimum requirements

#### 5.2. Printers

Туре	Supported
Local (PC attached)	Must be IBM certified.  Microsoft Certified Printers:     https://winqual.microsoft.com/HCL/ProductList.aspx?m=x&g=d&cid=900&f=86d  IBM Certified Printers:     http://www- 912.ibm.com/s_dir/slkbase.NSF/0888cc5d18fceca58625680b005dc690/b44a2cf4ba778d838 62568250053649f?OpenDocument
Network	Most printers with an available Ethernet connection and that are part of the approved IBM Certified Printer list can be used in the ASP environment. ***NOTE*** All-in-One Printer/Fax/Copier machines are not recommended.
Twinax	Any existing client Twinax printer that needs to be used in the ASP environment will require that a BOSANOVA e-Twinax controller be purchased by the client for network printing to be successful.  http://www.bosanova.net/twinaxcontroller/index.html

-- Proprietary & Confidential --

All others	Other printers will be evaluated on a case-by-case basis for compatibility with the ASP environment.

There are 2 options to deal with printing in the ASP environment:

**Option 1**: Utilize local print sessions that are configured and run via IBM iSeries Access for Windows. They can print to any networked, shared or locally attached printer that the Windows machine they are run on can see.

These sessions are easy to setup, however these sessions must be signed in and running for printing to work.

Some clients run all print sessions on a dedicated machine for ease of management. However, any non-shared locally attached printer, including Cash Receipts printers, must be run directly on the machine to which the printers are attached.

**Option 2**: Print directly via TCP/IP. In this setup the client will provide a unique static Public IP Address for each printer they want to print in this manner.

These are generally high traffic printers that customers do not want to be run on a print session. Also, any IPDS printing MUST be setup as an IP printer.

**Option 2.1:** Print directly via TCP/IP, but utilizing just one unique static Public IP Address. Each configured printer will use the same IP address, but a different port to print to. The clients firewall will then utilize port forwarding to direct the traffic to the correct printer.

Most clients utilize a combination of these methods. It is a customer's internal decision based on available Public IP addresses, current infrastructure and other needs. We can work with any of these methods.

#### 5.3. Recommended Customer Connectivity

Internet bandwidth is determined by the customer. It is based on Saturation level: a combination of connection speed, number of users on the system, size of files being accessed over the internet, etc. SunGard Public Sector Inc. strongly requires the following minimum setup:

- Minimum 1.5 MB internet connection (T1 or other telecom provided service is preferred over cable or DSL) Responsiveness is directly affected by connectivity selected.
- For clients who require site to site VPN, we require that the client have a Cisco branded VPN enabled device on their site.
- Recommended redundant internet connection in case the primary connection goes down.
- o Dial up and wireless connections are not supported.

#### 5.4. Recommended Customer Hardware

An industry standard firewall used to protect the customer's internal network is required for connectivity into the ASP network.

# 6. Performance Analysis of Customer's Current SunGard Public Sector Inc. Environment

A Customer's current environment will be reviewed prior to the ASP transition. Ideally Customers will transition to ASP on the latest version of SunGard Public Sector Inc. code. If a Customer is not on the latest version of SunGard Public Sector Inc. code, the current environment will be reviewed to determine if it can handle an upgrade before transitioning to ASP.

Items reviewed include: Current iSeries OS version, available disk space, current processing power, and current SunGard Public Sector Inc. version.

#### 7. Host Site Performance

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time of 2.0 seconds or less when measured over a 1-hour period during normal business hours. "In network" is defined as any point between which the data packet enters the SunGard Public Sector Inc. environment and subsequently departs the SunGard Public Sector Inc. environment. Any point of communications outside of the SunGard Public Sector Inc. protected network environment, including DMZ, shall be deemed as "out of network."

iSeries, Wintel server and associated network infrastructure performance monitoring will be conducted on a regular basis. Monitoring shall be done during (no less than) four randomly selected one-hour periods within each calendar month. A summary of the performance statistics shall be made available for Customer review upon Customer request, including available predictive performance data where available.

SunGard Public Sector Inc. is not responsible for Internet connectivity and/or performance outside the internal SunGard Public Sector Inc. host site infrastructure.

#### 8. Standard Application Support

SunGard Public Sector Inc. provides standard Application Support 24 hours a day, 365 days per year.

The toll-free support line is 1-800-695-6915 and the email address is asptechsuppt@hteinc.com.

#### 9. System Hardware Support

Host site technical hardware and host operating system support shall be provided 24hours a day, 365 days per year. This includes support for technical issues related to Host Computer Systems access, hardware operations, and Host Computer Systems functionality.

SunGard Public Sector Inc. is not responsible for Customer hardware, non-SunGard Public Sector Inc. related software, Internet access, and/or connectivity issues. SunGard Public Sector Inc. will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.

#### RESOLUTION R - 16 - 08

#### A RESOLUTION TRANSFERRING FUNDS

Introduced by Alderman Wisnseki.

WHEREAS, in 2005 the City of Menasha changed to Solomon financial software which is made available through Wisconsin Public Power Incorporated for its accounting, cash receipting, accounts payable, accounts receivable, payroll and human resources applications and,

WHEREAS, prior to that time the City of Menasha had used Sungard HTE financial software which operated on an IBM A/S 400 platform for the same purpose, but facing increasingly tight budget restraints had to chose a different vendor and,

WHEREAS, now Sungard HTE financial software can be installed on the City's network and can be operated under a service center arrangement very similar to the arrangement the City now has with the WPPI Solomon financial software and,

WHEREAS, the Solomon financial software has met the basic needs of City users but financial reporting and user efficiency would be increased by going to the Sungard HTE software and,

WHEREAS, The City of Menasha Information Technology Steering Committee on July 23<sup>rd</sup>, 2008 approved the motion to support a move from the WPPI Solomon financial software to the Sungard HTE financial software and,

WHEREAS, the Sungard HTE financial software requires a \$23,944 start-up fee and a \$2,066 per month access fee starting September 1, 2008 which was not included in the 2008 City of Menasha operations budget, but is needed at this time to insure installation and training so the financial software can be available for use on January 1, 2009 and

WHEREAS, the Neenah-Menasha Fire Rescue Budget has additional funds available due to a refund of payments from 2006 operations,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council concurring that there be transferred from Account # 31100-52-05-201, General Fund-Fire Department to Account # 31100-51-04-109, General Fund-Information Technology Department the sum of \$32,208 for the purpose of installing and utilizing the Sungard HTE financial software.

Passed and approved this	day of August,	2008
		Donald Merkes, Mayor
	ATTEST:	
		Deborah A. Galeazzi, City Clerk

<u>FISCAL NOTE</u>: Following the transfer, Account # 31100-52-05-201, General Fund-Fire Department Expenditure Appropriation Balance will be \$2.839, 522 and Account # 31100-51-04-109, General Fund- Expenditure Appropriation Balance will be \$413,029. Thomas Stoffel, City Comptroller/Treasurer

#### CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 8/7/08-8/14/08 Checks # 17947-18126 \$ 2,717,339.69

Payroll Checks for 8/17/08-8/14/08 Checks # 40210-40507 170,745.20

Total

\$ 2,888,084.89

\*\*Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

**AMT-Garnishments** 

Thursday, August 07, 2008 Date:

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# **CITY OF MENASHA** Check Register - w/Alternate Description

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description	
01030 AAA SANITATION INC		153589	31100	55	07-202-209		165.00 PORTABLE TOILETS/BOAT LANDING	
		153588	31100	55	07-202-209		165.00 PORTABLE TOILETS/BRIGHTON BH	
		10487	31100	55	07-202-209		520.00 PORTABLE TOILETS/COMM FEST	
•	Check Date	8/7/2008	Check Nbr	017947		Check Total:	850.00	
01465 ALL-SPORT TROPHY		20064	24202	52	08-101-300		55.95 RISING STAR AWARD	
01465 ALL-SPORT TROPHY	Check Date	39964 <b>8/7/2008</b>	31262 Check Nbr	017949	00-101-300	Check Total:	55.95 KISING STAR AWARD	
01450 ALLIED GLOVE & SAFETY	PRODUCTS	1/744150	31731	54	10-149-300		168.55 LEATHER GLOVES	
•	Check Date	8/7/2008	Check Nbr	017948		Check Total:	168.55	
01720 APPANASHA PET CLINIC		42770	31100	12	04-399-000		237.15 RABIES EXAM/EUTHANASIA	
•	Check Date	8/7/2008	Check Nbr	017950		Check Total:	237.15	
01805 ARROW AUDIO		3801	31100	52	08-101-240		111.25 SERVICE SPEAKING HOOK/CELL 6	
	Check Date	8/7/2008	Check Nbr	017951		Check Total:	111.25	
04050 400500MENT TEQUNO.	20150110	1000		E4	04-107-214		27 FO. CLISTOM PROCRAMMING	
01850 ASSESSMENT TECHNOLO		1929	31100	51	04-107-214	Ob a als Tatals	27.50 CUSTOM PROGRAMMING  27.50	
	Check Date	8/7/2008	Check Nbr	017952		Check Total:	27.30	
02040 BADGER HIGHWAYS CO	NC	141485	31100	54	10-122-300		5,380.20 HOTMIX ASPHALT	
		141485	31201	54	10-301-300		793.80 HOTMIX ASPHALT	
		2008-01(2)	31490	21	04-205-000		-20,050.80 NEW STREET CONSTRUCTION	
		2008-01(2)	31100	54	10-121-822		53,412.36 NEW STREET CONSTRUCTION	
		2008-01(2)	31490	54	10-121-822		144,443.69 NEW STREET CONSTRUCTION	
		2008-01(2)	31100	54	10-134-822		2,652.00 NEW STREET CONSTRUCTION	
•	Check Date	8/7/2008	Check Nbr	017953		Check Total:	186,631.25	
02220 BATTERIES PLUS-502		204001	24724	54	10-149-300		24.00 AA ALK BULK BATTERIES	
VILLO DATTEMENT LOU-902	Check Date	8/7/2008	31731 Check Nbr	017954		Check Total:	24.00	

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
02260 BAYCOM INC		114754	31100	52	08-101-243		13.73 REPLACED BUTTON KIT & TEST
		114753	31100	52	08-101-243		13.73 REPLACED BUTTON KIT & TEST SPK
		114755	31100	52	08-101-243		13.73 REPLACED BUTTON KIT & TEST
		114756	31100	52	08-101-243		13.73 REPLACED BUTTON KIT & TEST
	Check Date	8/7/2008	Check Nbr	017955		Check Total:	54.92
02335 BECK ELECTRIC INC		E187	31100	55	07-202-240		377.48 BULBS FOR KOSLO CONCESSION
		E163	31100	51	10-115-240		34.80 BALLAST/CITY HALL ELEVATOR
	Check Date	8/7/2008	Check Nbr	017956		Check Total:	412.28
02545 BLUE PRINT SERVICE CO	) INC	13654	31100	54	10-111-300		15.96 INK JET BOND
SESTE DESCRIPTION SERVICE SS	Check Date	8/7/2008	Check Nbr	017958		Check Total:	15.96
02684 BOWERS & SONS CONST	RUCTION INC	100306	31485	56	03-202-822		58,700.00 NATURES WAY FILL CONTRACT
		080408	31485	56	03-202-822		-58,700.00 REVERSE ENTRY/DO NOT PAY
	Check Date	8/7/2008	Check Nbr	017959		Check Total:	0.00
02730 BRAZEE ACE HARDWAR	E	001338	31100	55	07-202-315		25.99 SPRAYER FOR DOWNTOWN
		001668	31100	55	07-202-315		4.99 NET FOR CLEANING FOUNTAINS
		001619	31207	55	07-205-240		28.27 MARINA REPAIRS
		001625	31207	55	07-205-240		-18.49 RETURN
		001589	31100	55	07-202-240		6.99 TRESTLE TOILET SEAT
		001567	31207	55	07-205-240		3.20 MARINA DECK REPAIR
		001524	31731	54	10-149-313		8.48 VAC CLEANER BAGS/BLEACH
	Check Date	8/7/2008	Check Nbr	017960		Check Total:	59.43
02745 TRAVIS BRICCO		072908	31100	55	07-201-203		340.00 SKATEBOARD INSTRUCTOR
	Check Date	8/7/2008	Check Nbr	017961		Check Total:	340.00

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
02780 BRUCE MUNICIPAL EQUIPMENT INC	5082334	31731	54	10-149-383		1,010.60	LINEAR ACTUATOR
Check Date	8/7/2008	Check Nbr	017962		Check Total:	1,010.60	_
03145 CAREW CONCRETE & SUPPLY CO INC	773062	31100	54	10-122-300		45.90	CONCRETE
	773061	31100	54	10-135-300		568.00	CONCRETE/LOPAS S OF KEYES
	773640	31100	54	10-135-300		370.00	CONCRETE/OAK ST
	773641	31100	54	10-122-300		988.00	CONCRETE/NASSAU & AHNAIP
	773998	31100	54	10-122-300		1,370.00	KENWOOD DRIVE
	775737	31100	54	10-131-300		172.00	SLURRY/3RD & RACINE
	775231	31100	54	10-122-300		1,671.39	CHLOR BAGS/TAYCO & KAUKAUNA
	775232	31100	54	10-122-300		52.00	SUPPLIES
	776064	31100	54	10-122-300		1,974.00	9TH/DE PERE
	776064	31100	54	10-131-300		72.00	9TH/DE PERE
	777034	31100	54	10-121-300		460.00	KONEMAC
	777486	31100	54	10-121-300		450.00	
	777485	31100	54	10-121-300		660.00	8TH ST
Check Date	8/7/2008	Check Nbr	017964		Check Total:	8,853.29	_
03205 CASPERS TRUCK EQUIPMENT INC	33047	31731	54	10-149-383		596.33	MOTOR/GEARBOX ASSY
Check Date	8/7/2008	Check Nbr	017965		Check Total:	596.33	_
03247 CDW GOVERNMENT INC	LBH8734	31100	51	04-109-801		387.66	TERMINAL SERVER LICENSES
Check Date	8/7/2008	Check Nbr	017966		Check Total:	387.66	<u>_</u>
Should Ballo							
3842 CULLIGAN WATERCARE SERVICES	303480	31100	55	07-203-310		20.00	DRINKING WATE/POOL
	302963	31100	55	07-203-310		46.00	DRINKING WATER/POOL
Check Date	8/7/2008	Check Nbr	017967		Check Total:	66.00	_
	70055 555			07 000 000		40.00	JEEFFEROON DARK RENGUAREA
04080 DARBOY STONE & BRICK	78353-000	31100	55	07-202-300			JEFFERSON PARK BENCH AREA -
Check Date	8/7/2008	Check Nbr	017968		Check Total:	19.08	

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
04125 DAVIES WATER #1476		0031925	31100	54	10-134-300		1,870.50 PVC/CURB INL/GRATES/KONEMAC
•	Check Date	8/7/2008	Check Nbr	017969		Check Total:	1,870.50
06075 FASTENAL COMPANY		WINEE36152	31100	55	07-202-300		45.16 CABLE TIES/DOG AGILITY DRILLS
•	Check Date	8/7/2008	Check Nbr	017970		Check Total:	45.16
06244 FISCHER-ULMAN CONST	RUCTION &	080408	31263	56	03-207-701		1,520.00 CDBH REHAB PROGRAM
	Check Date	8/7/2008	Check Nbr	017971		Check Total:	1,520.00
06480 FOX EXCAVATING LLC		624	24262	56	03-207-701		1.181.25 DEMO HOUSE 535 FIRST ST
00400 FOX EXCAVATING LLC	Check Date	8/7/2008	31263 Check Nbr	017972	03-207-701	Check Total:	1,181.25
	Check Date	0,772000	OHOOK HDI	017372			,
06680 FRONTLINE UNIFORM		2472	31100	52	08-109-300		98.64 CLOTHING/RUBY & DRAXLER
		2474	31100	52	08-109-300		89.30 JACKET/A GRAVERSON
		2479	31100	52	08-109-300		64.00 CLOTHING/M CRAWMER
		2499	31100	52	08-109-300		49.80 CLOTHING/M CRAWMER
		2503	31100	52	08-109-300		45.64 CLOTHING/D RUBY
•	Check Date	8/7/2008	Check Nbr	017973		Check Total:	347.38
07210 GERMANIA HALL		1342	31262	52	08-101-300		829.64 VCR DINNER
•	Check Date	8/7/2008	Check Nbr	017974		Check Total:	829.64
07580 GUNDERSON UNIFORM & LINEN RENT		1264127	31100	51	10-115-201		15.26 MOP/MAT SERVICE
Jon Jon Jim G		1264127	31100	53	09-212-313		3.46 MOP/MAT SERVICE
		1264127	31100	55	07-202-313		3.46 MOP/MAT SERVICE
		12650974	31100	52	08-101-313		31.70 TOWEL/MAT SERVICE
-	Check Date	8/7/2008	Check Nbr	017975		Check Total:	53.88
	Oncon Date						

Date: Thursday, August 07, 2008

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
08190 HAWKINS INC		1208660RI	31100	55	07-203-300		1,071.19 POOL CHEMICALS
		1209110RI	31100	55	07-203-300		676.53 POOL CHEMICALS
C	heck Date	8/7/2008	Check Nbr	017976		Check Total:	1,747.72
08235 HEARTLAND LABEL PRINTERS INC		IVC000165833	31100	51	04-109-243		1,855.00 EMAIL ARCHIVE MAINTENANCE
		IVC000165955	31100	51	04-109-243		1,120.00 ANTI VIRUS SOFTWARE MAINT
	heck Date	8/7/2008	Check Nbr	017977		Check Total:	2,975.00
08535 HR DIRECT		0322352	31100	51	02-105-310		99.73 2009 CALENDAR
c	heck Date	8/7/2008	Check Nbr	017978		Check Total:	99.73
09290 INTERSTATE BATTERY OF G	REEN BA	023275	31100	52	08-101-315		299.50 BATTERIES
C	heck Date	8/7/2008	Check Nbr	017979		Check Total:	299.50
09330 IOD INCORPORATED		0022-TV-1056	31100	52	08-101-216		16.86 RETRIEVE FEES
c	heck Date	8/7/2008	Check Nbr	017980		Check Total:	16.86
02845 JOURNAL COMMUNITY PUBLISHIN		WM196305-6-0	31207	55	07-205-293		175.00 MARINA ADVERTISING
c	heck Date	8/7/2008	Check Nbr	017963		Check Total:	175.00
10327 JPI DESIGN GROUP LLC		080408	31100	21	04-239-000		500.00 REFUND DEPOSIT LANDSCAPING
<del>-</del>	heck Date	8/7/2008	Check Nbr	017981		Check Total:	500.00

Date: Thursday, August 07, 2008

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# **CITY OF MENASHA**

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount Invoice Description
11155 KITZ & PFEIL INC	062309-0015	31100	55	07-202-313	8.99 LTX FINISH/KOSLO FLOOR
	062314-0013	31100	55	07-203-244	15.83 HARDWARE TO FIX GUARD CHAIRS
	062314-0159	31100	51	10-115-300	2.24 SHELVING
	062403-0005	31100	55	07-202-240	8.20 JEFFERSON WINDOW REPAIR
	062414-0070	31100	55	07-202-240	-0.64 TOILET REPAIR/SMITH
	062414-0160	31100	55	07-202-240	22.49 PAINT DOORS/JEFFERSON
	062414-0168	31100	55	07-202-240	21.28 REPAIRS/SMITH
	062509-0025	31100	55	07-202-240	6.46 PAINT/KOSLO
	062509-0033	31100	55	07-202-240	3.96 GARAGE DOOR/KOSLO
	062514-0044	31731	54	10-149-383	14.39 CONNECTOR
	062514-0146	31100	55	07-202-240	8.91 HARDWARE/KOSLO
	062514-0157	31100	54	10-131-300	17.09 TORCH BLADE/SIGNAL GARFIELD
	062614-0028	31100	54	10-131-300	24.95 CONCRETE MIX/TRAFFIC SIGNAL
	062614-0089	31100	55	07-202-240	2.69 VANDALISM REPAIR/CLOVIS
	062709-0032	31100	55	07-201-300	4.31 PAINT
	062714-0010	31731	54	10-149-383	17.24 UBOLTS/POLICE RANGER
	062714-0025	31100	55	07-202-313	5.39 LIQ PLUMBR OPENER
	062714-0081	31100	55	07-202-240	5.20 TOILET REPAIR/SMITH
	062714-0131	31100	53	09-212-315	10.99 FAN/LINE DANCERS
	062714-0156	31201	54	10-301-300	18.58 HARDWARE MISC
	063014-0038	31100	55	07-203-315	89.99 POOL SUPPLIES
	070214-0073	31100	51	10-115-300	10.32 PLUMBING SUPPLIES
	070214-0125	31731	54	10-149-240	5.19 URINAL REPAIR
	070309-0023	31100	55	07-202-240	6.62 REPAIRS AT HART PARK
	070314-0025	31731	54	10-149-240	5.70 MAINTENANCE/URINAL
	070314-0234	31100	55	07-202-300	13.47 CABLE TIES/WIND SCREEN/KOSLO
	070814-0125	31100	55	07-202-315	8.99 PLYWD BLADE
	070814-0188	31100	55	07-202-240	11.31 REPAIRS/HART PARK SKATEPARK
	071014-0126	31100	51	10-115-315	8.54 SCREWDRIVER
	071114-00750	31100	55	07-202-313	37.77 JEFFERSON PK CLEANING SUPPLIES
	071114-0114	31207	55	07-205-240	4.64 MARINA BUILDING REPAIR
	071414-0209	31100	55	10-215-313	5.84 SCRUB BRUSH
	071503-0084	31100	55	07-202-315	5.85 BLADE FOR EDGER

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	071514-0008	31100	55	07-202-240		49.41	PAINT KITCHEN AT SMITH
	071514-0107	31100	55	07-202-240		7.26	REPAIRS/JEFFERSON KITCHEN
	071609-0025	31100	52	08-101-240		7.51	MICROWAVE SHELF/PD
	071614-0126	31100	55	07-202-300		25.13	FIX SHELVES/JEFFERSON
	071814-0016	31201	54	10-301-300		4.31	THREADLOCKER
Check Da	e 8/7/2008	Check Nbr	017985		Check Total:	526.40	_
11365 KUNDINGER FLUID POWER INC	50022691	31731	54	10-149-383		66.75	STOCK/HOSES/SWIVELS
Check Da	0/7/0000	Check Nbr	017986		Check Total:	66.75	
40000 LAUED QUOTOM WEADONDY	0040	04400	50	08-101-315		500.00	.30 CALIBER SUPPRESSOR WEAPON
12222 LAUER CUSTOM WEAPONRY	9849	31100	52	00-101-315			
Check Da	e 8/7/2008	Check Nbr	017987		Check Total:	500.00	
12250 LAWSON PRODUCTS INC	7041584	31731	54	10-149-300		374.70	STOCK SUPPLIES
Check Da	e 8/7/2008	Check Nbr	017988		Check Total:	374.70	_
12375 LEVENHAGEN CORPORATION	64833	31207	55	07-205-381		4 844 14	LEAD FREE GAS
12373 LEVENHAGEN CORPORATION	64137	31207	55	07-205-381			LEAD FREE GAS
	65210	31207	55	07-205-381		,	LEAD FREE GAS
	65202	31207	55	07-205-381			LEAD FREE GAS
Check Da	0/=/000	Check Nbr	017989		Check Total:	17,129.46	
13043 MANAWA TELEPHONE CO	080108	31100	51	04-109-221			INTERNET SERVICE
Check Da	e 8/7/2008	Check Nbr	017990		Check Total:	39.95	
13083 MARSH ELECTRONICS INC	0009329CM	31731	54	10-149-383		-32.93	RETURN
	219919801	31731	54	10-149-383		39.00	STOCK
Check Da	e 8/7/2008	Check Nbr	017991		Check Total:	6.07	_
13097 MARSHALL & ILSLEY TRUST-MILW	5116590	31100	51	02-105-216		260 00	MONTHLY FLEX BENEFIT FEE
Check Da	0.0000	Check Nbr	017992	32 .00 210	Check Total:	260.00	_

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13149 MATTHEWS COMMERCIAL TIRE CTR	026104	31731	54	10-149-382		136.95	TIRE SERVICE
	026109	31731	54	10-149-382		209.82	TIRE SERVICE
	026111	31731	54	10-149-382		124.70	TIRE SERVICE
	026107	31731	54	10-149-382		40.70	FLAT REPAIR SERVICE
	026170	31731	54	10-149-382		492.24	TIRE SERVICE
	026169	31731	54	10-149-382		112.89	TIRE SERVICE
	026171	31731	54	10-149-382		197.90	TIRE SERVICE
Check Date	8/7/2008	Check Nbr	017993		Check Total:	1,315.20	-
3180 MC CLONE INSURANCE GROUP	072108	31100	51	02-104-320		20.00	NOTARY PUBLIC/D GALEAZZI
Check Date	8/7/2008	Check Nbr	017994		Check Total:	20.00	-
Sheek Bate							
3360 MENASHA ELECTRIC & WATER UTILI	072808	31100	12	04-399-000		7.17	RACINE/9TH
	072808	31100	53	09-102-223		115.79	HEALTH DEPT
	072808	31100	53	09-102-225		34.93	HEALTH DEPT
	072808	31100	54	10-131-223		169.69	TRAFFIC LIGHTS
	072808	31201	54	10-301-223		59.75	LIFT STATIONS
	072808	31100	55	07-202-223		562.21	PARKS
	072808	31100	55	07-202-223		11.63	PARKS
	072808	31100	55	07-202-225		220.90	PARKS
Check Date	8/7/2008	Check Nbr	017995		Check Total:	1,182.07	-
3370 MENASHA EMPLOYEES CREDIT UNION	ı	31100	21	04-299-020		1,810.00	
Check Date	8/7/2008	Check Nbr	017996		Check Total:	1,810.00	-
2275 MENASHA EMDI OVEES I OCAL 4025		24400	21	04-299-031		290.00	
13375 MENASHA EMPLOYEES LOCAL 1035	0/7/0000	31100		0 <del>1</del> -233-031	Charle Tatel	290.00	_
Check Date	8/7/2008	Check Nbr	017997		Check Total:	290.00	

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13420 MENASHA PARK & RECREA	ATION	080108	31100	55	07-201-300		69.45 REIMBURSE PETTY CASH/SUPPLIES
_	Check Date	8/7/2008	Check Nbr	017998		Check Total:	69.45
		080408	31100	11	04-111-000		200.00 PETTY CASH/GRUNSKI RUNSKI
_	Check Date	8/7/2008	Check Nbr	017999		Check Total:	200.00
13430 TOWN OF MENASHA POLIC	e DEDT	080508	24400	21	04-229-000		139.00 BOND
13430 TOWN OF MENASHA POLIC		8/7/2008	31100 Check Nbr	018000	04-229-000	Check Total:	139.00
	Check Date	0///2000	Check NDr	010000		CHECK TOTAL.	105.00
13440 MENASHA PUBLIC LIBRAR	Υ	080508	31100	55	06-101-240		3.07 PETTY CASH
		080508	31100	55	06-101-310		2.12 PETTY CASH
		080508	31100	55	06-101-311		39.72 PETTY CASH
		080508	31100	55	06-101-316		80.82 PETTY CASH
_	Check Date	8/7/2008	Check Nbr	018001		Check Total:	125.73
13640 MILLER-BRADFORD & RISE	REDG INC	ID64035	31731	54	10-149-383		1,548.07 CYLINDER
13040 MILLER-DIADI OND & NIOL	DEIXO INC	ID64046	31731	54	10-149-383		1,474.12 CYLINDER ASSY
		CD05536	31731	54	10-149-383		-1,548.07 RETURN CYCLINDER
_	Check Date	8/7/2008	Check Nbr	018002		Check Total:	1,474.12
13685 MINNESOTA MUTUAL LIFE	INSURANC	SEPTEMBER	R2008 31100	21	04-618-000		2,482.35 LIFE INS/SEPTEMBER 2008
_	Check Date	8/7/2008	Check Nbr	018003		Check Total:	2,482.35
13723 MODERN DAIRY INC		162527	31100	55	07-203-317		365.32 POOL CONCESSIONS
		162659	31100	55	07-203-317		221.52 POOL CONCESSIONS
		162711	31100	55	07-203-317		98.13 POOL CONCESSIONS
		162796	31100	55	07-203-317		70.85 POOL CONCESSIONS
_	Check Date	8/7/2008	Check Nbr	018004		Check Total:	755.82
13750 MORTON PHARMACY		03502293	24400	55	07-203-310		34.38 POOL OFFICE SUPPLIES
-	Charle Dati	8/7/2008	31100 Check Nbr	018005	37 200 010	Check Total:	34.38
	Check Date	5,112000	CHECK MIN	010005		Olicer Foldi.	

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755 MORTON SAFETY		309389	31100	54	10-121-300		126.15 GATORADE
		309389	31100	54	10-304-300		126.15 GATORADE
		309389	31100	55	07-202-300		126.15 GATORADE
•	Check Date	8/7/2008	Check Nbr	018006		Check Total:	378.45
35 MOTION INDUSTRIES INC		WI-02-423901	31731	54	10-149-383		293.89 MASTER GUIDE
		WI02-424791	31731	54	10-149-383		75.77 HI-VOL BALL BRG MTD UNITS
		WI02-423974	31731	54	10-149-383		75.77 HI-VOL BALL BRG MTD UNITS
•	Check Date	8/7/2008	Check Nbr	018007		Check Total:	445.43

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14010 N&M AUTO SUPPLY							
14010 N&M AUTO SUPPLY							
	25144	31731	54	10-149-383		219.03	DISC BRAKE PADS/ROTOR
	225199	31731	54	10-149-383		150.22	BRAKE SHOES/BRAKE DRUM
	225257	31731	54	10-149-383		27.06	SERP BELT
	225221	31731	54	10-149-383		15.34	ADJ SCRW
	225382	31731	54	10-149-383		134.48	BRAKE PADS/ROTOR
	226240	31731	54	10-149-383		4.59	WELDING
	225260	31731	54	10-149-383		3.29	BRACKET
	225710	31731	54	10-149-383		21.38	LOOM CLAMP/WHL CYL
	225814	31731	54	10-149-383		23.95	TUBES
	225671	31731	54	10-149-383		23.95	TUBES
	225303	31731	54	10-149-383		73.80	SOLENOID
	225258	31731	54	10-149-383		18.99	ADAPTER
	226675	31731	54	10-149-383		11.97	HOSE
	226853	31731	54	10-149-383		53.66	STOCK
	226681	31731	54	10-149-383		183.31	TIE ROD END/MANIFOLD
	227	31731	54	10-149-383		5.55	TRANS SL
	227266	31731	54	10-149-383		20.37	FLD LAMP
	227295	31731	54	10-149-383		15.45	OIL SEAL
	227805	31731	54	10-149-383		193.21	DISC BRAKE PADS/ROTOR
	227502	31731	54	10-149-383		159.63	BRAKE PADS/ROTOR
	227868	31731	54	10-149-383		25.49	U JOINT
	227956	31731	54	10-149-383		105.44	O RING KIT/FUEL PRES/MANIFOLD
	227997	31731	54	10-149-383		59.37	DIST CAP/ROTOR/PORT CAP
Check Da	te 8/7/2008	Check Nbr	018009		Check Total:	1,549.53	_
14035 NATIONAL ASSOCIATION OF SCHO	<b>DL</b> 080108	31100	52	08-101-320		40 00	MEMBERSHIP/A GOLLNER
Check Da	0/7/0000	Check Nbr	018010	00 101 020	Check Total:	40.00	_

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14215 NEENAH-MENASHA MUNICIPAL COURT	080508	31100	21	04-229-000		83.60 BOND
14213 NEENAH-MENASHA MUNICIPAL COURT	080508	31100	21	04-229-000		134.00 BOND
	080508	31100	21	04-229-000		268.00 BOND
	080508		21	04-229-000		331.00 BOND
		31100			Chaek Tetal	816.60
Check Date	8/7/2008	Check Nbr	018011		Check Total:	010.00
14220 NEENAH-MENASHA SEWERAGE COMM	2008-126	31201	54	10-302-250		69,247.23 AUGUST 2008 WASTEWATER
	2008-132	31201	54	10-302-250		14,214.00 AUG 2008 INT BOND ISSUES
Check Date	8/7/2008	Check Nbr	018012		Check Total:	83,461.23
14385 NOFFKE LUMBER INC	080720811866	31100	54	10-122-300		13.16 LUMBER
	080720812004	31100	54	10-122-300		15.39 LUMBER/SCREWDRIVER
	080720812167	31100	54	10-135-300		87.99 LUMBER
	080720811976	31100	54	10-122-300		7.21 LUMBER
	080620811811	31100	55	07-202-300		7.26 TABLE REPAIR/JEFFERSON PARK
	080720811957	31100	55	07-202-300		140.94 SKATE PARK/HART
	080720811979	31100	55	07-202-300		41.61 SKATE PARK/HART
	080720812314	31100	55	07-202-300		25.77 FENCE REPAIR/PLEASANTS PK
	080720812353	31100	55	07-202-300		9.90 FENCE REPAIR/PLEASANTS PARK
	080720812089	31100	55	07-202-300		-7.95 RETURN
Check Date	8/7/2008	Check Nbr	018013		Check Total:	341.28
16025 PACKER CITY INTERNATIONAL	3281970074	31731	54	10-149-383		15.48 STOCK
10020 FACILIER OFF INVENTIONAL	3281960009	31731	54	10-149-383		43.24 SLEEVE/SEAL
Check Date	8/7/2008	Check Nbr	018014		Check Total:	58.72
16190 PEPSI AMERICAS	8685719317	31100	55	07-203-317		350.00 POOL CONCESSIONS
Check Date	8/7/2008	Check Nbr	018015		Check Total:	350.00
40000 DAMADA OTEVENO DONT	000000		<b>E</b> 1	02 404 220		459 00 LIOTEL/OLK CONF STVNS DT/OALFAZ
18088 RAMADA STEVENS POINT	080608	31100	51	02-104-338		158.00 HOTEL/CLK CONF STVNS PT/GALEAZ
Check Date	8/7/2008	Check Nbr	018016		Check Total:	150.00

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18190 REGISTRATION FEE TRUST TVRP	080608	31100	45	04-403-000		500.00	PARKING TICKET PROCESSING FEE
Check Da	te 8/7/2008	Check Nbr	018017		Check Total:	500.00	-
19080 SAM'S CLUB	070108	31100	55	07-203-310		53.76	FOLDING CHAIRS/CLIPBOARDS
	070108	31100	55	07-203-317		2,815.58	POOL CONCESSIONS
Check Da	te 8/7/2008	Check Nbr	018018		Check Total:	2,869.34	-
19230 SCHROTH WHOLESALE SUPPLY CO	249362	31100	55	07-202-300		70.00	FLOWERS/SMITH
Check Da	te 8/7/2008	Check Nbr	018019		Check Total:	70.00	-
19231 PATRICK SCHULTZ	080108	31100	46	04-157-000		14.00	REFUSE CART DOWNGRADE REFUND
Check Da	te 8/7/2008	Check Nbr	018020		Check Total:	14.00	-
19457 SOUTHWEST PUBLIC SAFETY	130234	31100	52	08-101-295		199.95	LIGHTS/SQUADS
Check Da	te 8/7/2008	Check Nbr	018021		Check Total:	199.95	-
19476 SPOHN RANCH	10391	31100	55	07-202-240		341.82	REPAIR SUPPLIES
		31100	55	07-202-240		-341.82	VOID CHECK 17739
Check Da	te 8/7/2008	Check Nbr	018022		Check Total:	0.00	-
19585 SPORTS GRAPHICS	803B	31100	55	07-201-300		77.00	STAFF SHIRTS
	810B	31826	55	07-202-300		622.75	YOUTH BASEBALL SHIRTS
	821B	31100	55	07-203-310		25.00	POOL STAFF SHIRTS
	968B	31100	55	07-203-310		88.00	POOL SWEATSHIRTS
	614B	31100	55	07-203-310		191.84	MANAGER SHIRTS
Check Da	te 8/7/2008	Check Nbr	018023		Check Total:	1,004.59	-
02430 STANLEY SECURITY SOLUTIONS IN	<b>C</b> WI-481060	31100	55	07-202-240		30.22	KEY
	CH-481515	31207	55	07-205-300		69.22	MARINA KEYS
Check Da	te 8/7/2008	Check Nbr	017957		Check Total:	99.44	-

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
19707 THOMAS STOFFEL	080108	31253	51	04-106-336		12.29	MILEAGE
Check	Date 8/7/2008	Check Nbr	018024		Check Total:	12.29	_
19748 TIM STYKA	080408	31100	52	08-101-191		2,000.00	CLASS REIMBURSEMENT
Check	Date 8/7/2008	Check Nbr	018025		Check Total:	2,000.00	_
19775 SUPERIOR CHEMICAL CORP	64679	31100	13	04-106-000		723.65	CLINGING BOWL CLNR
Check	Date 8/7/2008	Check Nbr	018026		Check Total:	723.65	_
20075 TEL/COM	10069639	31262	52	08-101-221		253.50	VCR PAGERS
Check	0/=/000	Check Nbr	018027		Check Total:	253.50	_
21045 UNIFIRST CORPORATION	0970035093	31731	54	10-149-201		80.58	MAT/MOP/CLOTHING PROTECTION
Check	0/=/000	Check Nbr	018028		Check Total:	80.58	_
21060 UNITED PAPER CORPORATION	62598	04400	55	07-203-313		02.00	SHOWER SOAP/POOL
Check	2/=/222	31100 Check Nbr	018029	07-203-313	Check Total:	93.80	_
21085 UNITED TRANSLATORS INC	08000867 Date 8/7/2008	31100 Check Nbr	52 <b>018030</b>	08-101-216	Check Total:	35.00 <b>35.00</b>	INTERPRET SPANISH —
Chican							
21227 US OIL CO INC	797747	31100	52	08-101-295		15.20	RANGER FUEL
	534	31100	55	07-201-300			ICE FOR THE POOL
Check	Date 8/7/2008	Check Nbr	018031		Check Total:	27.14	
22120 VALLEY POPCORN CO INC	81997	31100	55	07-203-317		44.95	CUPS
Check	Date 8/7/2008	Check Nbr	018032		Check Total:	44.95	_

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23115 WAUPACA CO JOINT MUNICIPAL CT	080508	31100	21	04-229-000		244.00	BOND
Check Date	8/7/2008	Check Nbr	018033		Check Total:	244.00	-
23215 WIL-KIL PEST CONTROL	1325904	31100	53	09-212-207		104 00	EXT INSECT
Check Date	8/7/2008	Check Nbr	018034		Check Total:	104.00	_
			04	04 000 000		450.00	DONE
23250 WINNEBAGO COUNTY CLERK OF COUR  Check Date	8/7/2008	31100 Check Nbr	21 <b>018035</b>	04-229-000	Check Total:	150.00 <b>150.00</b>	_
23267 WINNEBAGO COUNTY PARKS DEPT	PK1-08	31207	55	07-205-295		2,650.00 <b>2,650.00</b>	INSTALL CHANNEL BUOYS -
Check Date	8/7/2008	Check Nbr	018036		Check Total:	2,650.00	
23275 WINNEBAGO COUNTY TREASURER	JULY	31310	57	04-101-610		1,561.63	WINN CO IND DEV PROJ/PRINCIPAL
	JULY	31310	57	04-201-620			WINN CO IND DEV PROJ/INTEREST
Check Date	8/7/2008	Check Nbr	018037		Check Total:	2,150.00	
23370 WISCONSIN DEPARTMENT OF JUSTIC	15897	31100	52	08-101-221		570.00	JULY-SEPTEMBER QTR TIME SYSTEM
Check Date	8/7/2008	Check Nbr	018039		Check Total:	570.00	-
23371 WISCONSIN DEPT OF JUSTICE-TIME	L7101T	31100	52	08-101-216		60.00	NAMES SEARCHES
Check Date	8/7/2008	Check Nbr	018040		Check Total:	60.00	_
23378 WISCONSIN DNR	471020660-2		54	10-304-320		572.00 <b>572.00</b>	WASTE PROGRAM LICENSE FEES -
Check Date	8/7/2008	Check Nbr	018041		Check Total:	512.00	
23397 WISCONSIN DOT	080408	31100	52	08-101-337		75.00	CONFERENCE REG/ALBRECHT
Check Date	8/7/2008	Check Nbr	018042		Check Total:	75.00	-

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
23455 WISCONSIN SUPPORT CO	LLECTIONS		31100	21	04-299-015		536.31
			31100	21	04-299-016		138.40
•	Check Date	8/7/2008	Check Nbr	018043		Check Total:	674.71
23311 STATE OF WISCONSIN		073008	31100	21	04-229-000		20.81 OVERPAYMENT 7087 & 7374
•	Check Date	8/7/2008	Check Nbr	018038		Check Total:	20.81
23565 WRIGHT INDUSTRIAL INC		0584848-IN	31100	13	04-106-000		359.01 CLEANING SUPPLIES
•	Check Date	8/7/2008	Check Nbr	018044		Check Total:	359.01

Grand Total:

343,641.27

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
01060 ACCURATE ALIGNMENT INC	8012308	31731	54	10-149-294		60.99	ALIGN FRONT END
Check Date	8/14/2008	Check Nbr	018045		Check Total:	60.99	_
01525 ALWAYS READY SERVICES	89105	31100	13	04-106-000		108.24	SPRAY NINE
Check Date	0// //0000	Check Nbr	018046		Check Total:	108.24	_
OACTE ANT			24	04 200 022		150.00	
01675 AMT Check Date	8/14/2008	31100 Check Nbr	21 <b>018047</b>	04-299-022	Check Total:	150.00 <b>150.00</b>	_
01760 APPLETON SCHOOL DISTRICT	081308	31100	21	04-304-000		,	FINAL TAX COLLECTION PAYMENTS  —
Check Date	8/14/2008	Check Nbr	018048		Check Total:	73,427.84	
01765 APPLETON STEEL INC	22149	31100	55	07-202-300		112.34	REPAIR SHOREWALL/JEFFERSON
Check Date	8/14/2008	Check Nbr	018049		Check Total:	112.34	_
01775 CITY OF APPLETON	177082	31100	55	07-203-337		98.16	STAFF CPR CLASSES
Check Date	8/14/2008	Check Nbr	018050		Check Total:	98.16	_
19120 AT&T	920R09453008	04400	51	10-115-221		83 10	MONTHLY CHARGES
19120 AT&I	920R09453008	000	54	10-301-221			MONTHLY CHARGES
Check Date	8/14/2008	Check Nbr	018102		Check Total:	304.80	_
200 40 DADOED HIGHWAYO OO ING	444500		5.4	40 400 000		2.004.20	HOTMIY ACRIMAT
02040 BADGER HIGHWAYS CO INC	141538 141582	31100 31100	54 55	10-122-300 07-202-300		•	HOTMIX ASPHALT SCREENINGS/9TH ST BOAT LAUNCH
Check Date	011110000	Check Nbr	018051		Check Total:	3,029.88	
02050 BADGER LAB & ENGINEERING INC	INV000034310		54	10-301-212	Observa Tork	280.00 280.00	MENASHA UTILITY SAMPLING —
Check Date	8/14/2008	Check Nbr	018052		Check Total:	200.00	

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
02260 BAYCOM INC		207707	31100	52	08-101-242		815.51 INSTALL LIGHTGS/CONSOLE/SWITCH
		207465	31100	52	08-101-242		677.64 RE-INSTALLED VRM POWER/SQUAD
	Check Date	8/14/2008	Check Nbr	018053		Check Total:	1,493.15
02335 BECK ELECTRIC INC		E197	31100	55	07-202-240		512.76 LIGHT REPAIR/BULB INVENTORY
		E197	31100	55	07-203-240		12.20 BULB INVENTORY
		E197	31207	55	07-205-240		53.76 BULB INVENTORY
,	Check Date	8/14/2008	Check Nbr	018054		Check Total:	578.72
02410 BERGSTROM		224573	31731	54	10-149-383		65.30 ELEMENT/STOCK
•	Check Date	8/14/2008	Check Nbr	018055		Check Total:	65.30
02542 BLOCK IRON & SUPPLY O	COMPANY	166183	31100	52	08-101-240		229.60 JAIL CELL DOOR CLOSER
,	Check Date	8/14/2008	Check Nbr	018056		Check Total:	229.60
02717 JEFFREY BRANDT		080408	31100	51	02-103-331		112.32 MILEAGE
		080408	31100	51	02-103-338		10.00 MEALS
		080408	31100	51	02-105-331		79.56 MILEAGE
,	Check Date	8/14/2008	Check Nbr	018057		Check Total:	201.88
02750 BRICK & SUPPLY COMPA	NY	140475	31100	54	10-131-300		59.08 TRAFFIC LIGHTS/3RD & RACINE
	Check Date	8/14/2008	Check Nbr	018058		Check Total:	59.08
				=0	00.404.040		FOOT OFFICE OURDUTE
02796 BUBRICK'S		146143	31100	52	08-101-310		52.07 OFFICE SUPPLIES
		150672	31731	54	10-149-310		-3.49 RETURN
	Check Date	8/14/2008	Check Nbr	018059		Check Total:	48.58
03070 CALUMET COUNTY TREA	SIIDED	081308	21100	21	04-300-000		31,315.81 CALUMET COUNTY
03070 CALUMET COUNTY TREA	JUNEK	081308	31100 31100	21	04-309-000		1,335.72 STATE OF WISCONSIN
	Obsert Def	8/14/2008	Check Nbr	018060		Check Total:	32,651.53
	Check Date	0/14/2000	CHECK NUT	010000		CHECK TOTAL.	<del>,</del>

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount	Invoice Description
03160 CODY CARLSON		07162008	31100	55	06-101-205		100.00	PROGRAM
			31100	55	06-101-205		-100.00	VOID CHECK 17771
-	Check Date	8/14/2008	Check Nbr	018061		Check Total:	0.00	_
03490 CLEAR WATER CAR WAS	Н	2243	31100	52	08-101-295		104.95	SQUAD INTERIOR CLEANING
•	Check Date	8/14/2008	Check Nbr	018062		Check Total:	104.95	_
04139 VALERIE DAVIS		080808	31100	21	04-229-000			SNACKS FOR HEALTHY LIVING CLAS
	Check Date	8/14/2008	Check Nbr	018063		Check Total:	49.31	
05165 EMMONS BUSINESS INTE	RIORS	73776	31100	53	09-212-315			CHAIR CARTS
		72802	31100	53	09-212-315			CHAIR CARTS
		72802 <b>8/14/2008</b>	31827 Check Nbr	53	09-212-315	Check Total:	572.76	CHAIR CARTS -
	Check Date	0/14/2000	Check Nor	018064		Check Total.	0.20	
06065 FAMILY THERAPY & ANXI	ETY CTR	080508	31100	52	08-101-215		350.00	SERVICES PROVIDED/PD
-	Check Date	8/14/2008	Check Nbr	018065		Check Total:	350.00	_
06355 FONDY AUTO ELECTRIC		A20779	31731	54	10-149-383		95.41	REMAN SHAKER
•	Check Date	8/14/2008	Check Nbr	018066		Check Total:	95.41	_
06615 FOX VALLEY TECHNICAL	COLLEGE	081308	31100	21	04-303-000		239,402.29	WINNEBAGO
		081308	31100	21	04-303-000			CALUMET _
	Check Date	8/14/2008	Check Nbr	018067		Check Total:	262,310.46	
06680 FRONTLINE UNIFORM		2531	31100	52	08-106-300			ASHLEY SCHMITZ/CSO -
	Check Date	8/14/2008	Check Nbr	018068		Check Total:	64.17	
07045 ODAINOED INC		0007/05005		5.5	07 202 242		070.00	DUMP/MILWALIZEE FOLINTAIN
07345 GRAINGER INC		9687165085	31100	55	07-202-240	01 17:	870.00 <b>870.00</b>	PUMP/MILWAUKEE FOUNTAIN —
	Check Date	8/14/2008	Check Nbr	018069		Check Total:	670.00	

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Vendor ID / Name Invoice Nbr CpnyID Acct Subaccount **Amount Invoice Description** 55 04-107-316 250.00 HATTIE MINER SCHOLARSHIP 08022 DENA HACKMASTER 081108 31822 250.00 8/14/2008 018070 Check Nbr Check Total: **Check Date** 55 3,362.48 POOL CHEMICALS 08190 HAWKINS INC 1212889RI 07-203-300 31100 3,362.48 8/14/2008 Check Nbr 018071 Check Total: **Check Date** 08505 HORST DISTRIBUTING INC 483590 55 07-202-300 494.25 BALL DIAMOND SUPPLIES 31100 494.25 8/14/2008 Check Nbr 018072 Check Total: **Check Date** 09105 INDEPENDENT INSPECTIONS LTD 301572 52 03-301-216 11,264.19 PERMITS FOR JULY 2008 31100 11,264.19 8/14/2008 Check Nbr 018073 Check Total: **Check Date** 10320 JEFF JORGENSON 080408 52 08-101-320 141.00 ROTARY DUES 31100 141.00 8/14/2008 Check Nbr 018074 **Check Total: Check Date** 10335 JX ENTERPRISES INC 54 10-149-383 6.88 WIPER BLADE D281850072 31731 54 10-149-383 158.08 GLASS DOOR DROP WIN D282060051 31731 D282040031 54 10-149-383 **26.98 MIRROR** 31731 54 10-149-383 103.92 GLASS ASSY-CAB DOOR D282040068 31731 295.86 Check Total: 8/14/2008 018075 Check Nbr **Check Date** 11035 KANN MANUFACTURING CORP 54 10-149-383 170.51 BELTING 78026 31731 170.51 8/14/2008 Check Total: Check Nbr 018076 **Check Date** 51 02-116-730 50.00 CLAIM AGAINST CITY 11059 JANE E KEBERLEIN 081208 31733 50.00 Check Total: 8/14/2008 Check Nbr 018077 **Check Date** 11165 KJ WASTE SYSTEMS INC 080108 54 10-307-216 969.00 RECYCLING 31266 969.00 8/14/2008 **Check Date** Check Nbr 018078 **Check Total:** 

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
11335 KUBIAK SWIMMING POOLS INC	9118	31100	55	07-203-243		30.50 FLOW MONITOR IMPELLER
	8317	31100	55	07-203-240		50.13 POOL GROUT
Check Date	8/14/2008	Check Nbr	018079		Check Total:	80.63
11365 KUNDINGER FLUID POWER INC	50023598	31731	54	10-149-383		125.32 TUBE ASSEMBLY
Check Date	8/14/2008	Check Nbr	018080		Check Total:	125.32
12035 CHERYL LAABS	073108	31100	53	09-102-331		23.30 MILEAGE
	073108	31100	53	09-105-331		22.97 MILEAGE
Check Date	8/14/2008	Check Nbr	018081		Check Total:	46.27
12135 LANDMARK STAFFING RESOURCES	674192	31100	51	04-109-801		120.00 DATA ENTRY FLEET PROJECT/PWF
Check Date	8/14/2008	Check Nbr	018082		Check Total:	120.00
12190 LARSEN COOPERATIVE CO	526296	31100	55	07-202-315		-9.50 WATER TRUCK COVER CREDIT
	40003674	31100	55	07-202-315		-24.00 WATER TANK CAP
		31100	55	07-202-315		24.00 CLEAR CREDIT/CHECK CUT TO CITY
Check Date	8/14/2008	Check Nbr	018083		Check Total:	-9.50
12450 LINCOLN CONTRACTORS SUPPLY INC	10450580	31100	54	10-121-315		618.95 ASPHALT BLADES
Check Date	8/14/2008	Check Nbr	018084		Check Total:	618.95
13149 MATTHEWS COMMERCIAL TIRE CTR	026208	31731	54	10-149-382		34.00 FLAT REPAIR
Check Date	8/14/2008	Check Nbr	018085		Check Total:	34.00
13335 MEMORIAL FLORISTS INC	02410392	31100	55	07-202-300		510.00 ANNUAL/SMITH PARK
Check Date	8/14/2008	Check Nbr	018086		Check Total:	510.00

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13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020		1,857.00	
		31100	21	04-299-020		16,531.00	
Check Date	8/14/2008	Check Nbr	018087		Check Total:	18,388.00	-
		31100	21	04-299-033		119.99	
Check Date	8/14/2008	Check Nbr	018088		Check Total:	119.99	-
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031		290.00	_
Check Date	8/14/2008	Check Nbr	018089		Check Total:	290.00	
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032		248.16	
Check Date	8/14/2008	Check Nbr	018090		Check Total:	248.16	-
13378 MENASHA EYECARE LLC	080808	31100	21	04-239-000		500.00	REFUND LANDSCAPING DEPOSIT
Check Date	8/14/2008	Check Nbr	018091		Check Total:	500.00	-
13400 MENASHA JOINT SCHOOL DISTRICT	081308	31100	21	04-302-000		1,182,898.49	WINNERAGO
13400 MENAGINA SONT SONOCE DISTRICT	081308	31100	21	04-302-000		36,318.84	
Check Date	8/14/2008	Check Nbr	018092		Check Total:	1,219,217.33	
13720 MODERN BUSINESS MACHINES	26160389	31100	51	10-115-243		269.74	COPIER CONTRACT MAINTENANCE
Check Date	8/14/2008	Check Nbr	018093		Check Total:	269.74	-
13740 MOODY'S INVESTORS SERVICE	F1669418-000	21400	51	04-311-213		5 250 00	PROFESSIONAL SERVICES
	8/14/2008	31490 Check Nbr	018094	0011-210	Check Total:	5,250.00	
Check Date	J/ 17/2000	OHECK NUI	010034		CHECK TOTAL.	-,=	
14220 NEENAH-MENASHA SEWERAGE COMM	2008-123	31201	54	10-301-211		9,060.75	LEGAL REIMBURSEMENT
	2008-120	31201	54	10-301-211		1,348.75	LEGAL REIMBURSEMENT
Check Date	8/14/2008	Check Nbr	018095		Check Total:	10,409.50	-

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15210 ORIENTAL TRADING CO INC	625873319-01	31100	55	07-201-300		144.19 PROGRAM SUPPLIES
Check Date	8/14/2008	Check Nbr	018096		Check Total:	144.19
16025 PACKER CITY INTERNATIONAL	3282000035	31731	54	10-149-383		87.78 STOCK
	3282130016	31731	54	10-149-383		-39.50 RETURN SLEEVE/SEAL-GRS
Check Date	8/14/2008	Check Nbr	018097		Check Total:	48.28
16190 PEPSI AMERICAS	8220320412	31100	55	07-203-317		310.25 POOL CONCESSIONS
Check Date	8/14/2008	Check Nbr	018098		Check Total:	310.25
16465 POSTAL ANNEX	133451	31100	52	08-101-311		10.37 POSTAGE
	133523	31100	52	08-101-311		7.12 POSTAGE
	133634	31100	12	04-399-000		11.61 POSTAGE
	133866	31100	51	04-109-311		43.11 POSTAGE
	133872	31100	52	08-101-311		7.18 POSTAGE
	133982	31100	52	08-101-311		7.18 POSTAGE
	134200	31100	12	04-399-000		12.10 POSTAGE
	134540	31100	52	08-101-311		8.37 POSTAGE
	134721	31100	52	08-101-311		7.23 POSTAGE
	134744	31100	51	02-104-311		34.61 POSTAGE
Check Date	8/14/2008	Check Nbr	018099		Check Total:	148.88
18200 REINDERS INC	849460-00	31100	55	07-202-300		97.56 HERBICIDE/TRESTLE & DOWNTOWN
	849443-00	31100	55	07-202-300		367.27 TURFACE/KOSLO BALLFIELD
Check Date	8/14/2008	Check Nbr	018100		Check Total:	464.83
18423 ROCKMOUNT RESEARCH & ALLOYS	1129999	31731	54	10-149-300		546.89 SUPPLIES
Check Date	8/14/2008	Check Nbr	018101		Check Total:	546.89

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Vendor ID / Name		Invoice Nbr	CpnyID	Acct	Subaccount		Amount Invoice Description
19130 DIANE SCHABACH		081108	31207	55	07-205-216		11,100.00 HARBORMASTER
	Check Date	8/14/2008	Check Nbr	018103		Check Total:	11,100.00
19285 SECURITY FENCE & SUP	PLY CO INC	2008-17126-IN	N 31100	55	07-202-204		1,094.00 REPAIR BRIGHTON BH RD FENCE
	Check Date	8/14/2008	Check Nbr	018104		Check Total:	1,094.00
19327 SERVICEMASTER BUILDI	NG MTNCE	120061	31100	52	08-101-201		1,395.00 CONTRACT JANITORIAL SERVICE
		120031	31100	52	08-101-201		50.00 CLEAN GARAGE/AUGUST 2008
	Check Date	8/14/2008	Check Nbr	018105		Check Total:	1,445.00
19356 SHERWIN-WILLIAMS CO		7872-4	31100	54	10-131-300		452.50 WIS DOT YELLOW PAINT
		7875-7	31100	54	10-131-300		-452.50 PAINT CREDIT
		7875-7	31100	54	10-131-300		431.00 WIS DOT YELLOW PAINT
	Check Date	8/14/2008	Check Nbr	018106		Check Total:	431.00
19410 SKID & PALLET		022550	31100	55	07-202-300		233.75 LANDSCAPE MULCH
		17739	31100	54	10-121-300		34.00 4 YRDS NATURAL MULCH/RIVER ST
	Check Date	8/14/2008	Check Nbr	018107		Check Total:	267.75
19478 SPORT-O-MOTIVE		14550	31731	54	10-149-383		71.79 POLICE RANGER PARTS
	Check Date	8/14/2008	Check Nbr	018108		Check Total:	71.79
19635 ROBERT STANKE		081108	31100	52	08-101-339		92.00 AIR FARE ADJUSTMENT
	Check Date	8/14/2008	Check Nbr	018109		Check Total:	92.00
20145 THEDACARE		9876800	21100	52	08-101-215		110.40 VENIPUNCTURE
ZVIAV IIIEDAVARE	Check Date	8/14/2008	31100 Check Nbr	018110	00 101 210	Check Total:	110.40
20290 TOUGH SOLUTIONS		TSI332086 8/14/2008	31100	52	08-101-295	Check Total:	515.50 PRINTER MOUNT/CONSOLE BOX/MISC  515.50
	Check Date	0/14/2000	Check Nbr	018111		Check Total:	01000

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20325 TRAFFIC & PARKING CONTROL CO		2991670	31100	54	10-131-300		693.21 ACCIDENT REIMBURSE/STOCK
	Check Date	8/14/2008	Check Nbr	018112		Check Total:	693.21
21045 UNIFIRST CORPORATION		0970035420	31731	54	10-149-201		80.58 MAT/MOP/CLOTHING SERVICE
-	Check Date	8/14/2008	Check Nbr	018113		Check Total:	80.58
21095 UNITED WAY FOX CITIES			31100	21	04-299-021		85.75
	Check Date	8/14/2008	Check Nbr	018114		Check Total:	85.75
04000 110 011 00 100		70007		40	04-103-000		3.50 FEDERAL LUST TAX
21226 US OIL CO INC		760037 760038	31100	13 13	04-103-000		4.30 FEDERAL LUST TAX
		8/14/2008	31100		04-103-000	Check Total:	7.80
C	Check Date	6/14/2006	Check Nbr	018115		Clieck Total.	
		L34567	31731	54	10-149-242		24.00 SAMPLES
C	Check Date	8/14/2008	Check Nbr	018116		Check Total:	24.00
23130 WAVERLY SANITARY DISTR	ICT	081108	31100	55	07-202-225		45.98 BARKER FARM PARK PAVILION
	Check Date	8/14/2008	Check Nbr	018117		Check Total:	45.98
		081308	31100	21	04-307-000		8,253.97 TAX COLLECTION PAYMENTS
	Check Date	8/14/2008	Check Nbr	018118		Check Total:	8,253.97
23152 WE ENERGIES		072908	31100	53	09-102-224		9.69 316 RACINE ST
		072808	31100	53	07-401-223		9.81 NORTH ST
		072808	31100	53	07-401-223		8.80 NORTH ST
	Check Date	8/14/2008	Check Nbr	018119		Check Total:	28.30
23175 WEYERS EQUIPMENT INC		16943	31731	54	10-149-383		31.49 STOCK
	Check Date	8/14/2008	Check Nbr	018120		Check Total:	31.49

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23215 WIL-KIL PEST CONTROL		1325807	31731	54	10-149-207		63.00	COMMERCIAL CONTRACT
-	Check Date	8/14/2008	Check Nbr	018121		Check Total:	63.00	_
23275 WINNEBAGO COUNTY TREA	SURER	LF113724	31100	54	10-304-250		9,086.20	LANDFILL FACILITY
		LF113724	31100	54	10-305-216		2,967.33	LANDFILL FACILITY
		LF113724	31266	54	10-307-216		1,601.05	LANDFILL FACILITY
	Check Date	8/14/2008	Check Nbr	018122		Check Total:	13,654.58	_
		081308	31100	21	04-301-000		659,927.94	WINNEBAGO COUNTY
		081308	31100	21	04-309-000		21,943.10	STATE OF WISCONSIN
	Check Date	8/14/2008	Check Nbr	018123		Check Total:	681,871.04	_
23374 WISCONSIN DEPARTMENT C	F NATURL	081208	31100	56	07-101-206		25.00	PLANTING TREE SEMINAR/HUSS
-	Check Date	8/14/2008	Check Nbr	018124		Check Total:	25.00	_
23455 WISCONSIN SUPPORT COLL	ECTIONS		31100	21	04-299-015		536.31	
			31100	21	04-299-016		138.40	
			31100	21	04-299-015		711.92	
-	Check Date	8/14/2008	Check Nbr	018125		Check Total:	1,386.63	_
23545 WORLDWIDE INFORMATION	INC	INV0170328	31100	52	08-101-216		114.00	VEHICLE REGISTRATION CHECKS
_		8/14/2008	Check Nbr	018126		Check Total:	114.00	_

Grand Total:

2,373,688.92